

**Standard Document**

**for**

**International Competition**

**Selection of Consulting Firms**

**With resources from the Central American Bank for Economic Integration**

**July 2021**

**Introducción**

***(This instruction sheet should not be part of the Competition Document, as should the red-marked texts, which are intended solely to guide the Contracting Party on the text that should appear instead.)***

Based on the update of the Regulation for the application of the Procedures for the Procurement of Goods, Works, Non-Consulting and Consulting Services with Resources of the Central American Bank for Economic Integration of July 2021, available on the website: [www.bcie.org](http://www.bcie.org), it has updated this document containing the standard guidelines for the preparation of the International Public Competition Documents for the selection and contracting of consulting firms with CABEI resources.

This document should be used in international public competition described in the Policy Implementation Rules.

The competition document (CD) is divided into six sections:

1. Instructions to Consultants (ITC),
2. Competition Data (CD),
3. Evaluation Criteria,
4. Competition Forms
5. Terms of Reference
6. General Conditions of the Contract (GCC) and Particular Conditions of the Contract (PCC) and Contract forms

The information contained in the ITC and GCC are the only ones in the six sections that are not subject to change, the Request for Proposals Letter, CD, Evaluation Criteria, Competition Forms, Terms of Reference, and PCC must be included for each process, the specific conditions and requirements of the process and the forms that apply to the case.

For section III, Evaluation Criteria, the contracting party must define and establish in detail the aspects and criteria that will be evaluated, as well as qualifications to be granted so that the consultants may know how the proposals will be evaluated and how the most convenient one will be selected. These criteria must be developed using the "Guide for the elaboration of Criteria for the Evaluation of Technical Proposals" and in accordance with the expectations of the consultancy detailed in the terms of reference with the aim of selecting the appropriate consulting firm to carry out the studies.

Section IV Competition Forms contains the formats for the presentation of information that allow to review and analyze the methodology and the proposed work plan, the curriculum vitae of the proposed professional personnel and the form for the financial proposal. Only the forms that specifically apply to the process will be included in this section.

The Contracting Party shall prepare the Competition Document and agree with CABEI on any adjustments that are appropriate for the operation and the procurement process to be carried out.

This document is made public through the Bank's website and before preparing a Competition Document, the user must be aware of CABEI's Policy and Procurement rules that are in force.

The text that appears in red and italics refer to information or data of the process that must be adapted to each case or instructions to the Contracting Party that must be eliminated.

**Competition Document**

**Summary**

Introduction

Letter of Request for Proposals

This section includes a model Request for Proposals (RFP) letter that the Contracting Party must send to the consulting firms included in the short list to invite them to submit a proposal for a consultancy work.

Included in the letter is the list of all companies included in the short list, the reference to the selection method, and the indication that the process will be governed by CABEI's procurement policy.

**Section I. Instructions to Consultants (ITC)**

This section provides information to assist the consultants in the preparation of their proposals. The provisions of Section I should be used without modification.

**Section II. Competition Data (CD)**

This section contains provisions that are specific to each selection process and contains information specific to each selection process and corresponds to the ITC that require such specific data, that is, they complement Section I, Instructions to Consultants.

**Section III. Evaluation Criteria**

This section details the criteria used to determine the most convenient proposal, including, among other details, the qualifications that the key personnel proposed by the consultant must possess.

**Section IV. Competition Forms**

This section contains the standard forms necessary for the submission of the proposal and forms for submitting the financial proposal.

**Section V. Terms of Reference**

This section describes the scope of services, objectives, goals, specific tasks required to implement the work, and relevant background of the consulting and lists the expected outputs.

**Section VI. General Conditions of Contract (GCC), Particular Conditions of Contract (PCC) and Contract Forms.**

This section includes two types of standard contract forms: Time-based Contract and Lump Sum Contract. Both contracts contain the General Conditions of contract (GCC), which include the general clauses to be applied in all contracts, the text of the clauses in this Section may not be modified, they also contain the Paticular Conditions of the Contract ("PCC"), which include specific clauses that complement the General Conditions.

In both standard contract forms, it includes the "Fraud and Corruption" section as Appendix 1.

**Formularios de Contrato**, contains the Letter of Acceptance and other relevant forms.



**SELECTION OF CONSULTING FIRMS**

Document for International Public Competition

Selection of Consulting Firms

**Procurement of:**

*(Insert the identification data for consulting services)*

|  |  |  |
| --- | --- | --- |
| Process No. | : | *(Enter the process reference number)* |
| Consulting Services for | : | *(Indicate job title)* |
| Contracting Party | : | *(Indicate the name of the Contracting Party’s Executing Agency)* |
| Country | : | *(Indicate the country of the Borrower)* |

**STANDARD DOCUMENT FOR INTERNACIONAL PUBLIC COMPETITION**

**General Contents**

[PART ONE: COMPETITION PROCEDURES 6](#_Toc77534151)

[Section I. Instructions to Consultants (ITC) 7](#_Toc77534152)

[Section II. Competition Data (CD) 33](#_Toc77534153)

[Section III. Evaluation Criteria 41](#_Toc77534154)

[Section IV. Competition Forms 44](#_Toc77534155)

[PART TWO: TERMS OF REFERENCE 68](#_Toc77534156)

[Section V. Terms of Reference 69](#_Toc77534157)

[PART THREE: CONTRACTUAL CONDITIONS 70](#_Toc77534158)

[Section VI. Contract Form 71](#_Toc77534159)

PART ONE: COMPETITION PROCEDURES

Section I. Instructions to Consultants (ITC)

**INDEX**

[A. General 11](#_Toc77534304)

[1. Definitions 11](#_Toc77534305)

[2. Scope of the Competition 11](#_Toc77534306)

[3. Source of funds. 11](#_Toc77534307)

[4. Prohibited Practices 11](#_Toc77534308)

[5. Eligible Consultants 13](#_Toc77534309)

[6. Provisions for Consultants 15](#_Toc77534310)

[B. Competition Documents 16](#_Toc77534311)

[7. Sections of the CD 16](#_Toc77534312)

[C. Preparation of Proposals 16](#_Toc77534313)

[8. General considerations 16](#_Toc77534314)

[9. Cost of participation in the Competition 16](#_Toc77534315)

[10. Language of the Proposal 17](#_Toc77534316)

[11. Documents that make up the proposal 17](#_Toc77534317)

[12. Only one proposal 17](#_Toc77534318)

[13. Period of validity of the proposals, its extension and replacement of principal experts in case of extension of validity 17](#_Toc77534319)

[14. Sub-contracting 18](#_Toc77534320)

[15. Clarifications on the Competition Document and communication regime. 18](#_Toc77534321)

[16. Modification of the Competition Document 19](#_Toc77534322)

[17. Considerations for the preparation of the proposal 19](#_Toc77534323)

[18. Format and content of the technical proposal 20](#_Toc77534324)

[19. Format and content of the financial proposal 20](#_Toc77534325)

[D. Presentation and opening of the Proposals 21](#_Toc77534326)

[20. Presentation, sealing and marking of the proposals 21](#_Toc77534327)

[21. Withdrawal, sustitution and modification of the Proposals 22](#_Toc77534328)

[22. Confidentiality 23](#_Toc77534329)

[23. Reception and opening of proposals 23](#_Toc77534330)

[E. Evaluation and comparison of Proposals 24](#_Toc77534331)

[24. Consultant Selection Method 24](#_Toc77534332)

[25. Evaluation of the Technical Proposals 24](#_Toc77534333)

[26. Public opening of the Financial Proposals 25](#_Toc77534334)

[27. Correction of errors 26](#_Toc77534335)

[28. Taxes 27](#_Toc77534336)

[29. Clarification of Proposals 27](#_Toc77534337)

[30. Selection of the most convenient proposal 27](#_Toc77534338)

[F. Negotiation and Award of the Competition 28](#_Toc77534339)

[31. Negotiations 28](#_Toc77534340)

[32. Conclusion of Negotiations 29](#_Toc77534341)

[33. Notification of Intention to Award the Contract 29](#_Toc77534342)

[34. Presentation of Protests in the procurement process 30](#_Toc77534343)

[35. Right of the Contracting Party to accept and reject Proposals 31](#_Toc77534344)

[36. Notification of the Award of the Contract 31](#_Toc77534345)

[37. Signature of the contract 32](#_Toc77534346)

[38. Others 32](#_Toc77534347)

# Request for Proposals Letter

***(Indicate the name of the procurement process)***

***Nº ------ (number of the process)***

***Date:***

*(Indicate: name and address of the Consultant. In the case of a Joint Venture (JV), indicate the full name of the association and the names of each of its members as listed in the letter of expression of interest)*

Dear Mr/Mrs:

The *(indicate name of the Borrower)* (hereinafter referred to as "the Borrower") has *(received/requested)* financing from the Central American Bank for Economic Integration (hereinafter "CABEI" or the "Bank") to cover the cost of *(indicate name of the operation)*.

The (name of executing agency), the executing agency of the Contracting Party, intends to use a portion of the funds of this financing to make eligible payments under the Contract for which this Request for Proposals is issued, for which the Contracting Party invites to submit proposals to provide the following consulting services *(name of the consulting work).* The Terms of Reference (Section V) provides more details about the required services, and we indicate the following:

1. This Request for Proposals (RFP) has been sent to the following Consultants included in the short list:

*(List the Consultants included in the short list. If one of them is a JV, the full name of that association as it appears in the letter of expression of interest should be used. In addition, the names of all members should be listed, starting with that of the principal member. In cases where sub-consultants have been proposed, they should also be listed)*

1. Transferring this invitation to any other firm is not allowed.
2. A consulting firm will be chosen through the procedure of (*indicate the selection method*), in accordance with the Central American Bank for Economic Integration procedures established in CABEI's Policy for procurement of goods, works, services and consultancies financed with CABEI resources and its Norms for the Application (DI-52/2020 and PRE-40/2021), which can be found on the following website: https://www.bcie.org.
3. This CD includes the following documents:
4. Letter of Request for Proposals
5. Instructions to Consultants (ITC).
6. Competition Data (CD).
7. Evaluation Criteria.
8. Competition Forms.
9. Terms of Reference.
10. General Conditions (GCC), Particular Conditions (PCC) and contract forms *(Select the type of contract to be used: Time-based or Lump Sum).*
11. Please inform us by *(please indicate the date)* by e-mail to the address *(please indicate the e-mail address)* of the following:
12. If you have received this Request for Proposals; and
13. If you intend to submit a proposal individually or if you will seek to enrich your experience by requesting permission to associate with another firm(s) (if so permited in accordance with paragraph 17.1 of the CD).
14. Details on the date, time, and address at which the proposal is to be submitted can be found in paragraph 20.9 of the CD.

Kind Regards,

*(Insert the office name)*

*(Insert the officer’s name and positionl)*

*(Insert the postal address, zip code, city and country)*

*(Insert telephone number and country and city codes)*

*(Insert fax number and country and city codes)*

*(Insert the email address)*

**Section I. Instructions to Consultants (ITC)**

| Instructions to Consultants | | |
| --- | --- | --- |
| A. General | | |
| 1. Definitions | 1.1 | Except where otherwise stated in the Competition Data (CD), the definitions and interpretations are those established in the General Conditions of the Contract contained in section VI |
| 2. Scope of the Competition | 2.1 | Scope of the Competition  The Contracting Party, identified in the **CD**, invites to the short-listed firms to submit proposals for the consulting service, that is described in the same section, which also specifies the name, identification number of this competition process and the maximum term for the completion of the consulting service. |
| 3. Source of funds. | 3.1 | The Borrower/Beneficiary has requested or received financing from CABEI and these resources will be used to defray the total or partial cost of the eligible payments under the contracts resulting from these Competition Documents. |
| 3.2 | No offeror of a Competition process, or consultants to perform consulting services may derive rights or demand payments from the Bank, since at all times the legal relationship involving rights and responsibilities is between them and the Contracting Party. |
| 4. Prohibited Practices | 4.1 | CABEI requires Borrowers/Beneficiaries and all natural or legal persons to participate or provide services in CABEI-financed projects or operations, whether in their capacity as bidders, borrowers, executing agencies, coordinators, project supervisors, contractors, subcontractors, consultants, suppliers, grant recipients (and all their officers, employees, representatives, and agents), as well as any other similar relationship, the following:   1. Observe the highest ethical standards, at all stages of the procurement process or the execution of a contract. 2. Refrain from performing any act or action that is framed or may be classified as a Prohibited Practice. 3. Report to CABEI using the Reporting Channel or other reporting mechanism available to CABEI[[1]](#footnote-1) any act suspected of constituting a Prohibited Practice of which it is aware or informed.   In accordance with the best practices and to establish a reference framework in its operation, prohibited practices are understood as:   1. Corruptive Practice: It consists of offering, giving, receiving, or requesting, directly or indirectly, something of value to unduly influence the actions of another party. 2. Coercive Practice: It consists of harming or causing harm, or threatening to harm or cause harm, directly or indirectly, to any party or its property to improperly influence the actions of a party. 3. Fraudulent Practice: Any fact or omission, including misrepresentation of facts and circumstances that deliberately or negligently misleads or attempts to mislead any party for financial or other gain, own or from a third party, or to evade an obligation in favor of another party. 4. Collusive Practice: Agreement made between two or more parties with the intent to achieve an improper purpose or unduly influence the actions of another party. 5. Obstructive Practice: Consists of: (a) deliberately destroying, falsifying, altering, or concealing material.   In the face of complaints received in the channel of reports or other means acceptable to CABEI, related to Prohibited Practices that occurred during the processes of procurement of Goods, Works, Services and Consultancies, as well as during the execution of a contract resulting from said processes within the framework of an operation financed with CABEI resources, it will proceed in accordance with its internal policies related to the subject.  Prior to determining the existence of a Prohibited Practice, CABEI reserves the right to execute audit and investigation procedures.  The right to execute the audit and investigation procedures set out in the preceding paragraph refers to the unrestricted access of CABEI or its duly authorized representatives to visit or inspect offices or physical facilities, used in connection with procurement processes or projects financed with CABEI's own funds or administered by CABEI. Likewise, the conduct of interviews and access to physical and digital files related to these procurement processes, projects, or operations, and must provide all necessary collaboration and assistance, in order to properly execute the planned activities, at the discretion of the Bank.  When the existence of a Prohibited Practice is determined, CABEI will issue one or more of the actions and/or recommendations listed below, without limitation:   1. Referral of the relevant case to the competent local authorities. 2. Issuance of a written reprimand. 3. Adoption of measures to mitigate the risks identified. 4. Suspension of disbursements. 5. Disobligation of resources. 6. Request the advance payment of resources. 7. Cancel the business or contractual relationship. 8. Suspension of procurement processes, or execution of contracts, regardless of the state in which these are. 9. Request for additional guarantees. 10. Execution of bonds or guarantees. 11. Request reimbursement of expenses or costs related to the activities and investigations carried out in connection with the Commission of Prohibited Practices.   The actions and/or recommendations issued by CABEI shall be of observance and mandatory compliance.  CABEI reserves in any case, and without prejudice to the sanctions imposed by the authorities of the country of the Borrower/Beneficiary, the right to request the suspension of the procurement processes or the execution of the contract or contracts resulting from them, regardless of the state in which these are located. If CABEI requests the suspension of the procurement procedures or the execution of the contract(s) and this does not occur, it reserves the right not to finance the contract(s) resulting from those procedures.  As a result of the investigation process, CABEI may include natural or legal persons in the List of Prohibited Counterparties or other CABEI ineligibility list that it has instituted for this purpose. |
| 5. Eligible Consultants | 5.1 | A consultant and all the parties constituting a consultant, the goods, and related services which they provide may be from member and non-member countries of the Bank.  Participation in the procurement processes will be restricted when the source of financing to be used by CABEI so determines, a restriction that will be clearly defined in the **CD**. |
| 5.2 | The Bank's member countries are Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica, Panama, Dominican Republic, Belize, Mexico, China (Taiwan), Argentina, Colombia, Spain, Cuba, and Korea. |
| 5.3 | Legal or natural persons who have one of the following conditions may not be awarded or subject to extensions of contracts with total or partial financing from CABEI or funds administered by it:   1. Are included in CABEI's List of Prohibited Counterparties or CABEI's other list of ineligibility. 2. Have been disqualified or declared by an entity as ineligible or sanctioned for obtaining resources or awarding contracts financed by organizations recognized by CABEI for that purpose. 3. Found guilty by a final sentence of crimes or sanctions related to Prohibited Practices by the competent authority, while the sanction is in force. |
| 5.4 | Consultants, as well as goods supplied under the contract, shall not be eligible where, pursuant to a decision of the United Nations Security Council adopted under Chapter VII of the Charter of the United Nations, the country of the Borrower prohibits the importation of goods from that country in question or payments of any kind to that country, to a person or entity. |
| 5.5 | The following persons may not participate directly or indirectly in the supply of goods, execution of works, services, or consultancies for operations financed by CABEI:   1. In public sector financing, individuals with family or business ties with the representatives of the Borrower/Beneficiary, its executing agency or a recipient of a portion of the Bank's financing, or with any other person representing or acting on behalf of the Borrower/Beneficiary up to and including the second degree of consanguinity or second degree of affinity, and who participates directly or indirectly in: 2. The preparation of technical specifications or an equivalent activity. 3. The contract bidding process; or 4. Contract supervision,   This prohibition shall not apply where:   1. The persons named there prove that they are engaged, on a regular basis, in carrying out the business activity that is the subject of the respective contract, at least from two (2) years before the publication. 2. The costs involved are commensurate with the market; and that, 3. The dispute arising from this relationship has been disclosed and resolved in a manner acceptable to the Bank throughout the selection process and the execution of the contract. 4. All those who submit more than one bid in a bidding or competition process, except in the case of alternative bids permitted in the bidding/competition documents of the respective process. This does not limit the participation of subcontractors in more than one bid. 5. Any firm that has been contracted by the Borrower/Beneficiary to supply Goods, perform Works, or provide Non-Consulting Services for a project (or by an affiliated company that controls it or that the firm controls, directly or indirectly, or that both are under joint control) will be disqualified from providing Consulting Services resulting from those Non-Consulting Services, Goods and Works or that are directly related to them. This provision does not apply to the various companies (Consultants, Contractors or Suppliers) that together fulfil the obligations of the contractor under a turnkey or design and build contract. 6. Any firm that has been contracted to provide Consulting Services for the preparation or execution of a project (or by an affiliated company that controls it or that the consulting firm controls, directly or indirectly, or that both the affiliated company and the consulting firm are under joint control) will be disqualified from subsequently supplying Goods, Works or Non-Consulting Services that result from the Consulting Services, or that are directly related to them. This provision does not apply to the various companies (Consultants, Contractors or Suppliers) which together fulfil the obligations of the contractor under a turnkey or design and build contract. 7. Any additional conflict of interest situations that are listed in the **CD.** |
| 5.6 | A company that is a bidder (either individually or as a member of the Joint Venture) may not participate as a Bidder or as a member of a JV in more than one Bid, except in the case of permitted Alternative Bids. Such participation will result in the disqualification of all Bids in which the company in question has been involved.  A company that is not a Bidder or a member of an JV may participate as a subcontractor in more than one Bid.  Unless specified in the **BD**, there is no limit to the number of members of a JV. |
| 5.7 | A Bidder/Consultant must not be suspended by the Contracting Party from submitting proposals as a result of non-compliance with a Bid/Proposal Maintenance Declaration. |
| 5.8 | Bidders shall provide such documentary evidence of eligibility as the Contracting Party reasonably requests and deems satisfactory, in accordance with ITC 11.1. |
| 6. **Provisions for Consultants** | 6.1 | When selected as the most suitable proposal, a proposal submitted by a consultant originating in a non-CABEI country will be checked if there is any proposal within a range of up to 15% with a lowest score of the selected proposal, submitted by one or more consultants originating in CABEI partner countries.  If so, the Contracting Party will give the possibility to the second proposal with the lowest score to match its financial proposal to that of the proposal initially selected as the most convenient, in case of matching said proposal, it will be considered as the most convenient proposal.  If the previous negotiation fails, the Contracting Party will proceed to carry out the same negotiation with the next consultant that is in the defined range and thus until the consultants that were placed in that range are exhausted.  This provision shall apply to international competitions except in cases where there is a restriction relating to the origin of the bidders/consultants, which shall be detailed in paragraph 5.1 of the **CD**.  For the purposes of applying this clause, the Bank's member countries are those indicated in ITC 5.2. |
| B. Competition Documents | | |
| 7. Sections of the CD | 7.1 | The competition document consists of the following six (06) sections:  Section I: Instructions to Consultants (ITC)  Section II: Competition Data (CD)  Section III: Evaluation Criteria  Section IV: Competition Forms  Section V: Terms of Reference  Section VI: General Conditions of Contract (GCC), Particural Conditions of Contract (PCC) and contract forms.  These sections should be read in conjunction with any clarifications to be published and any amendments issued in accordance with the clauses15 and 16 de las ITB. |
| 7.2 | The Contracting Party is not responsible for the integrity of the Competition Documents and their amendments, if they are not obtained directly from the source indicated by the Contracting Party in the notice of the process. |
| 7.3 | Consultants shall study all instructions, forms, conditions, and specifications contained in the Competition Document.  Failure by the consultant to provide all the information or documentation required in the Competition Documents could result in the rejection of its proposal. |
| C. Preparation of Proposals | | |
| 8. General considerations | 8.1 | The Consultant shall examine the CD in detail, if significant deficiencies are observed in the presentation of the data required in the CD, the Proposal may be rejected. |
| 9. Cost of participation in the Competition | 9.1 | The consultant will finance all costs related to the preparation and presentation of its proposal from the obtaining of the competition documents. The Contracting Party shall not be subject to or liable in any case for such costs, regardless of the outcome of the procurment process. |
| 10. Language of the Proposal | 10.1 | The proposal, as well as all correspondence and documents relating thereto exchanged between the consultant and the Contracting Party, shall be written in the official language of the Contracting Party as indicated in the **CD**. |
| 10.2 | Supporting documents and printed material forming part of the proposal may be in another language, provided that the relevant parts are accompanied by a reliable translation into the official language of the Contracting Party indicated in ITC 10.1.  For the purposes of the interpretation of the proposal, such translation shall prevail. |
| 11. Documents that make up the proposal | 11.1 | The consultant must include in its Proposal:   1. A first envelope with the technical proposal, which will include the forms and documentation listed in the **CD**, including information on the commissions, gratuities and fees paid or to be paid to the agents or any other party in connection with this Proposal and, in the event of an award, with the performance of the Contract, as requested in the Proposal Submission Letter (Form CC-1) 2. Declaration in which it undertakes to observe the laws of the country of the Contracting Party relating to fraud and corruption (including bribery) when competing for the Contract and during its execution. 3. Financial Proposal, when so indicated in the **CD.** |
| 11.2 | The forms to be submitted as part of the proposal must be completed without making any type of modifications to the text, or submitting any substitution to what is required. All blank spaces must be filled with the requested information, attaching the requested documents in each of them. |
| 12. Only one proposal | 12.1 | The consultant (including each of the members of a JV) will submit only one Proposal, either in its own name or as part of a JV in another Proposal. If a consultant, including a member of a JV, submits more than one Proposal or participates in more than one, all such Proposals will be disqualified and rejected. However, this shall not prevent a Sub-Consultant or a member of the Consultant's staff from participating as a Principal Specialist or Secondary Specialist in more than one Proposal when circumstances justify and as indicated in the **CD**. |
| 13. Period of validity of the proposals, its extension and replacement of principal experts in case of extension of validity | 13.1 | The **CD** indicates the period during which the proposal of the consultant must remain valid after the deadline for submitting Proposals. |
| 13.2 | During the period of validity of the proposal, the consultant may not make any changes to its original Proposal, including the availability of the proposed key personnel, the rates and the total price. |
| 13.3 | If it is established that any of the Specialists mentioned in the consultant's Proposal was not available at the time of submission of the Proposal or that it was included without first obtaining confirmation, such Proposal will be disqualified and rejected, its evaluation will not be continued, and the appropriate sanctions may be applied. |
| 13.4 | The Contracting Party shall make every effort to evaluate, conclude negotiations and award the contract within the period of validity of the Proposal. However, if necessary, before the expiration of the validity of the proposals the Contacting Party may request in writing extension of the validity of the Proposals to all consultants who submitted Proposals. |
| 13.5 | If the Consultant agrees to extend the validity of his Proposal, this will be done without introducing any changes to it and with confirmation of the availability of the principal specialists, except for the provisions of ITC 13.7. |
| 13.6 | The consultant has the right to refuse to extend the validity of its Proposal, in which case its evaluation will not be continued. |
| 13.7 | In the event that any of the proposed key personnel cannot be made available during the extended period of validity, the consultant shall endeavour to replace them. The consultant shall provide in writing an adequate justification and evidence satisfactory to the Contracting Party, together with the request for replacement. In such a case, the replacement of the key staff shall have experience and qualifications equivalent to or better than those originally proposed. However, the score of the technical evaluation will still be based on the analysis of the curriculum originally submitted. |
| 13.8 | If the consultant does not supply the key replacement personnel with equal or better qualifications, or if the reasons given for the replacement or justification are not acceptable to the Contracting Party, such proposal will be rejected with prior No Objection from the Bank. |
| 14. Sub-contracting | 14.1 | All Services may not be subcontracted. |
| 15. Clarifications on the Competition Document and communication regime. |  | Any consultant may seek clarification on any part of the competition document during the period indicated in the **CD** and before the deadline for the submission of Proposals. Any request for clarification shall be sent in writing to the address indicated in the **CD**. |
| 15.2 | The Contracting Party shall respond in writing to all requests for clarification, within the time limit indicated in the **CD**, by sending a copy of the replies to all the consultants, including a description of the enquiries made, without identifying the source.  The communication of the responses to the request of clarifications from the consultants will be in accordance with the provisions of the ITC 15.6 |
| 15.3 | The consultant and any member of its staff or representative, shall have access to the information and place related to the required consultancy at its own risk, being responsible for any loss, damage, costs and expenses incurred. |
| 15.4 | If a pre-proposal meeting is scheduled, the necessary data will be provided in the **CD**. The purpose of the pre-proposal meeting is to clarify doubts and answer questions regarding any issues that arise during that stage. The pre-proposal meeting may not be defined as compulsory. |
| 15.5 | The minutes of the pre-proposal meeting, including the questions posed, without identifying it origin, and the answers to these, together with any other answers prepared as a result of the meeting, shall be transmitted in writing without delay to all consultants, as indicated in ITC 15.6 |
| 15.6 | The official communication channel of this competition process will adhere to the provisions of the **CD**. |
| 16. Modification of the Competition Document | 16.1 | If at any time of the process, before the date of submission of proposals, the Contracting Party deems it necessary to modify the Competition Document or any information of the process, it may amend the documents through the issuance of addendums, which will be communicated to the consultants in a timely manner, in order to give the potential consultants a reasonable period of time to consider the addendums in the preparation of their proposals. This period may not be less than fifteen (15) days before the date of receipt of the proposals. |
| 16.2 | Any addendum issued shall form part of the Competition Documents and shall be communicated in writing to all consultants who have obtained the Competition Document in accordance with the provisions of paragraph 15.6 of the **CD**. The Consultants on the shortlist shall acknowledge receipt in writing of all modifications. |
| 16.3 | If the addendum is significant, the Contracting Party may extend the deadline for the submission of Proposals in order to allow consultants a reasonable period of time to consider such modification in their Proposals. |
| 17. Considerations for the preparation of the proposal | 17.1 | If a shortlisted consultant considers that it can enrich its technical knowledge for the job by partnering with other consultants through a JV or as Sub-consultants, it may do so either with (a) consultant(s) not included in the short list or with (b) Consultants on the short list if permitted by the **CD**.  In all cases, the shortlisted Consultants shall obtain the written approval of the Contracting Party prior to submitting the Proposal.  When the consultants join non-shortlisted firms in a JV or Sub-Consultancy, the shortlisted Consultant must be the primary member of the group. If several Consultants on the short list associate with each other, any of them may be the principal member. |
| 17.2 | The Contracting Party may indicate in the **CD** the estimated time to be dedicated by the proposed key personnel (expressed in person-months) or the total cost estimated for the completion of the activities, but not both. This estimate is indicative only and the Proposal should be based on the consultant's own estimates. |
| 17.3 | If so indicated in the **CD**, the Consultant shall include in its Proposal at least the same amount of time estimated for the key professional staff (in the same unit as indicated in the **CD**); otherwise, the Financial Proposal will be adjusted to be able to make comparisons with other Proposals and decide the award in accordance with the procedure established in the **CD.** |
| 17.4 | For work in which the Fixed Budget selection method is applied, the estimated time of the Principal Experts will not be disclosed. The **CD** will indicate the total budget available, with the indication of whether or not it includes taxes, and the Financial Proposal may not exceed this amount. |
| 18. Format and content of the technical proposal | 18.1 | The Technical Proposal shall be prepared using the standard forms included in Section IV of this Competition Document and shall contain the documents indicated in ITC 11 (a).  It should not include financial information. Any Technical Proposal containing significant financial information will be rejected for lack of conformity. |
| 18.2 | The Consultant shall not propose alternative key personnel, only one CV shall be submitted for each of the key staff positions. Failure to comply with this requirement, the Proposal will be rejected for lack of conformity. |
| 18.3 | Depending on the nature of the work, the Consultant shall submit an Extensive Technical Proposal (ETP) or a Simplified Technical Proposal (STP), as indicated in the **CD** and use the standard forms included in Section IV of this competition document.  The **CD** indicates the maximum number of pages that the TEC-3 form should contain. |
| 19. Format and content of the financial proposal | 19.1 | The financial proposal must be prepared using the standard forms included in Section IV of this Competition Document. It should list all costs associated with the work, including: (a) the remuneration of the Principal and Secondary Experts, (b) the reimbursable costs indicated in the **CD**.  All the activities and products described in the Terms of Reference and in the technical proposal must be considered to be included in the financial proposal. |
| 19.2 | The prices quoted by the consultant shall be fixed during the performance of the contract and shall not be subject to adjustments during performance, unless otherwise indicated in the **CD**. |
| 19.3 | The consultant may be subject to national taxes on expenses and amounts payable under the contract or payments for benefits or social security, the **CD** establishes whether the consultant is subject to such payments. |
| 19.4 | The currency of the financial proposal and payment is specified in the **CD**. Likewise, it will be informed the exchange rate to be used for the evaluation of proposals and whether the amount budgeted for the procurement will be published. |
| D. Presentation and opening of the Proposals | | |
| 20. Presentation, sealing and marking of the proposals | 20.1 | The consultant will prepare an original set of the documents constituting the proposal, as outlined in the ITC 11.  The consultants will mark as "CONFIDENTIAL" the information contained in their proposals that they consider confidential in their operations. This may include signature information, trade secrets, or commercially or financially sensitive information. If the **CD** so indicate, the consultant will have the option to submit its Proposals by electronic means. |
| 20.2 | An authorized representative of the consultant must sign the original submission letters in the required form, both for the Technical Proposal and, if applicable, for the Financial Proposal, and must write their initials on all pages of both. The authorization will be expressed in a written power of attorney that must be attached to the Technical Proposal.  A Proposal submitted by a JV must be signed by all of its members, so that it is legally binding on all of them, or by an authorized representative who has a written power of attorney signed by the authorized representative of each of the members. |
| 20.3 | Any modification, revision, line spacing, deletion or replacement will be valid only if it is signed by the person subscribing to the Proposal or has its initials. |
| 20.4 | The signed Proposal shall be marked as "Original", and its copies as "Copy" as applicable. The number of copies is indicated on the **CD**. All copies shall be taken from the signed original. In the event of discrepancies between the original and the copies, the original shall prevail. |
| 20.5 | The original and all copies of the Technical Proposal must be placed inside a sealed envelope, clearly marked with the label **"Technical Proposal",** name and reference number of the consultancy, name and address of the Consultant, and with the following warning: **"DO NOT OPEN BEFORE: (day and time limit to submit the proposals)"** |
| 20.6 | Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies should be placed inside a separate sealed envelope, clearly marked with the label "**Financial Proposal**" name and reference number of the consultant, name and address of the Consultant, and with the following warning: **"DO NOT OPEN AT THE SAME TIME AS THE TECHNICAL PROPOSAL"** |
| 20.7 | The sealed envelopes containing the Technical and Financial Proposal will be placed in another outer envelope that must also be sealed.  This outer envelope must be addressed to the Contracting Party and bear the address of the site where the Proposals must be submitted, the procurement reference number, the name and reference number of the consultancy, the name and address of the consultant, and the following legend clearly marked: **"Do not open before: (day and time limit to submit the proposals)".** |
| 20.8 | If the envelopes and packages containing the Proposals are not sealed and marked as indicated, the Contracting Party shall not assume any responsibility for their loss, loss or premature opening. |
| 20.9 | The Proposal or its amendments shall be sent to the address indicated in the **CD**, and the Contracting Party shall receive them no later than the deadline stipulated in the **CD**, or by the new date established after an extension of the time limit. Any Proposal or modification that the Contracting Party receives after the deadline will be declared late, rejected, and promptly returned unopened. |
| 20.10 | The Contracting Party may extend the deadline for the submission of proposals by means of an addendum to the Competition Document in accordance with the provisions of ITC 16, in which case all the obligations and rights of the Contracting Party and the consultants who were subject to that deadline shall be subject to the new deadline. |
| 21. Withdrawal, sustitution and modification of the Proposals | 21.1 | Provided that the deadline for the submission of proposals is in force, consultants may withdraw, replace or amend their proposal after it has been submitted, and shall submit a written communication duly signed by the representative authorised to submit the proposal. This communication must be accompanied by the corresponding replacement or modification of the proposal (with the exception of notifications of withdrawal of proposal).  All communications must be:   1. Accompanied by relevant information (with the exception of the withdrawal communication, which does not require copies) and the respective envelopes must be clearly marked "withdrawal", "replacement" or "modification". 2. Received by the Contracting Party before the deadline established for the submission of proposals. |
| 22. Confidentiality | 22.1 | From the time Proposals are opened to the time the Contract is awarded, Consultants shall not contact the Contracting Party on any matter related to its Technical Proposal or Financial Proposal.  Information relating to the evaluation of Proposals and recommendations of Contract award shall not be disclosed to Consultants who have submitted proposals, or any other persons not officially concerned with the process, until the notification of intention of award has been issued.  The exception to this clause is the notification sent by the Contracting Party to the Consultants about the results of the evaluation of its Technical Proposals. |
| 22.2 | Any attempt by the consultants or any other person on behalf of a consultant to exercise undue influence on the Contracting Party in the evaluation of the Proposals or in the decisions on the award of the Contract may result in the rejection of its Proposal. |
| 22.3 | Without prejudice to the foregoing provisions, from the time the Proposals are opened until the award of the Contract is published, if a consultant wishes to contact the Contracting Party, it may only do so in writing. |
| 23. Reception and opening of proposals | 23.1 | Once the deadline for the submission of proposals has closed, the Technical Proposals will be opened in the presence of the authorized representatives of the consultants of the short list who choose to attend the event.  The date, time, and address of the opening of the technical proposals are indicated in numeral 20.9 of the **CD**, the envelopes containing financial proposals will remain sealed and stored safely until they are opened in accordance with the indicated ITC 24.2. |
| 23.2 | The Contracting Party will proceed to open the Technical Proposals in the presence of the representatives of the consultants of the short list who choose to attend the event. The date, time, and address of the opening are indicated in the **CD**. Envelopes containing the Financial Proposals shall remain sealed and securely stored in the care of a recognized public auditor or an independent authority until they are opened in accordance with ITC 23.  When the Technical Proposals are opened, the following shall be done:   1. The name and country of the consultant or a JV the name, the name of its principal member and the names and countries of origin of all its members shall be read aloud. 2. The presence or absence of an envelope duly sealed with the financial proposal shall be indicated. 3. Modifications to the Proposal submitted before the closing of the deadline for the submission of Proposals will be read, and 4. Any other information deemed appropriate or indicated in the **CD** shall be read. |
| E. Evaluation and comparison of Proposals | | |
| 24. Consultant Selection Method | 24.1 | The Contracting Paty shall, in accordance with the characteristics of the consultancy, select one of the following methods of selecting consultants:   1. Quality and Cost-based selection (QCBS), 2. Quality-based selection (QBS), 3. Selection based on fixed budget (FBS). 4. Lowest Cost-based Selection (LCS) |
| 25. Evaluation of the Technical Proposals | 25.1 | The contracting party will not have access to the Financial Proposals until the technical evaluation has been completed and the Bank has issued its "no objection", if applicable. |
| 25.2 | In order to determine whether the proposal conforms substantially to the Competition Documents, the Contracting Party shall, on the basis of the content of the proposal itself and the requirements set out in the Competition Document, examine and evaluate the different aspects of the proposal in order to confirm that it satisfies the requirements stipulated in the Terms of Reference without significant errors or omissions, complying with the evaluation criteria and points system indicated in **Section III - Evaluation criteria** |
| 25.3 | All Proposals that comply with the Terms of Reference will receive a technical score. Those that do not respond to some important aspect of the Competition Document or that fail to obtain the minimum technical qualification indicated in the **CD** will be rejected at this stage. |
| 25.4 | Subject to the provisions of ITC 18, the evaluators of the Technical Proposals will not have access to the Financial Proposals until the technical evaluation has been completed and the Bank has issued its "no objection", if applicable. |
| 25.5 | The consultant may not alter or modify its Proposal in any way after the deadline for the submission of Proposals, except in the case set out in ITC 21. In evaluating the Proposals, the Contracting Party shall rely solely on the Technical and Financial Proposals submitted. |
| 26. Public opening of the Financial Proposals | 26.1 | Once the technical evaluation has been completed, the Contracting Party shall prepare a report or record detailing the review, analysis, evaluation and comparison of the technical proposals, such report or record shall be submitted to the Bank's for No Objection, where appropriate, before notifying the results to all the consultants.  Once the Bank has issued its no objection (if applicable) the Contracting Party will contact the consultants whose technical proposals have not obtained the minimum technical score or have been considered ineligible for not responding to the Competition Document and/or the Terms of Reference, and will inform them of the following:   1. That their Proposal did not respond to the RFP and the Terms of Reference or that it did not obtain the minimum technical score necessary. 2. The consultant's overall technical score and the scores obtained in each criterion and sub-criteria. 3. That their financial proposal will be returned to them without opening once the selection process has been completed and the Contract has been signed. 4. The date, time, and place of the public opening of the Financial Proposals, to which they are invited to attend. |
| 26.2 | In case of Quality Based Selection (QBS), if the presentation of Financial Proposals together with the Technical Proposals was requested, the Evaluation Committee of the Contracting Party will open only the Financial Proposal of the Consultant who has obtained the highest score in the technical evaluation.  The other Financial Proposals will be returned unopened once the negotiations are successfully concluded and the Contract is signed. |
| 26.3 | Simultaneously, the Contracting Party shall notify in writing the consultants whose Proposals obtained the minimum technical score and were considered eligible for responding to the Competition Document and/or the Terms of Reference, and shall communicate to them the following:   1. That their Proposal responded to the Competition Document and/or the Terms of Reference and that they obtained the minimum technical score necessary. 2. The consultant's overall technical score and the scores obtained in each criterion and sub-criteria. 3. That their financial proposal will be opened at the public opening ceremony. The date, time, and place of the public opening of the financial proposals, to which they are invited to attend. |
| 26.4 | The date of the opening must give the Consultants sufficient time to make the necessary arrangements to attend the event, so it must not be earlier than seven (7) working days from the next working day on which the results of the technical evaluation are notified.  The attendance of the consultants at the public opening ceremony of the financial proposal is optional.  Any interested party wishing to attend this public opening should contact the Contracting Party in the manner indicated in the competition document. Alternatively, a notice of the public opening of the Financial Proposals may be published on the Contracting Party's website, if they own one. |
| 26.5 | At the time of opening, the names of the consultants and the general technical scores will be read aloud, with the corresponding breakdown by criteria.  The envelopes of the financial proposals will then be examined to confirm that they have remained closed and sealed. These will then be opened and the total prices read and recorded in the presence of the representatives of the Consultants and everyone who wishes to attend. |
| 27. Correction of errors | 27.1 | It will be assumed that the activities and aspects that are described in the Technical Proposal, but to which no price is assigned in the Financial Proposal will be included in the prices of other activities or aspects and no corrections will be made to the Financial Proposal. |
| 27.2 | For the evaluation of the financial proposal, consideration shall be given to:   1. **Time-based Contracts.**   If a Time-Based contract is included in section VI of the Competition Document, the Contracting Party shall (a) correct any calculation or arithmetical errors, and (b) adjust the prices if they do not reflect all inputs included for the respective activities or aspects in the Technical Proposal. In case of discrepancy between (i) a partial amount (subtotal) and the total amount, or (ii) between the amount resulting from the multiplication of the unit price with quantity and total price, or (iii) between words and figures, the former shall apply.  In case of discrepancy between the Technical Proposal and the Financial Proposal in the quantities of the inputs, the technical proposal will prevail: the evaluation committee of the Contracting Party will correct the quantification indicated in the Financial Proposal so that it is in accordance with that indicated in the Technical Proposal, the respective unit price included in the Financial Proposal will be applicable to the corrected quantity, and correct the total cost of the Proposal.   1. **Lump Sum Contracts**   If a Lump Sum contract is included in section VI of the competition document, the Consultant shall be deemed to have included all prices in the Financial Proposal, and therefore no arithmetic corrections or price adjustments shall be made. The total price net of taxes and understood according to the ITC 28, indicated in the Financial Proposal (Form ECO-1) will be considered the price offered. In case of discrepancies between the amount expressed in words and the amount in figures, the former shall prevail. |
| 28. Taxes | 28.1 | The evaluation of the financial proposal shall exclude taxes and duties in the country of the Contracting Party as indicated in the **CD**. |
| 29. Clarification of Proposals | 29.1 | In order to facilitate the evaluation and comparison of proposals up to the qualification of consultants, the Contracting Party may, at its discretion, request clarifications from any consultant to its proposal. Clarifications to a proposal submitted by a consultant shall not be considered as clarifications where such clarifications are not in response to a request by the Contracting Party. The Contracting Party's request for clarification, and the reply, shall be in writing. No changes in prices or in the substance of the financial proposal will be requested, offered or permitted, except to confirm corrections of arithmetic errors discovered by the Contracting Party, in the evaluation of the financial proposal.  If a consultant has not submitted the clarifications to its proposal by the date and time set out in the request for clarification, the proposal shall be evaluated with the information available. |
| 29.2 | The deadline for the submission of additional information or clarifications to the Contracting Party shall be established in **the CD** |
| 30. Selection of the most convenient proposal | 30.1 | In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them according to the formula and instructions indicated in the **CD**.  The weighting of the qualification of the technical proposal and the financial proposal shall be established in the **CD** in accordance with the selection method established in the **CD**.  The Consultant who obtains the highest combined technical and financial score will be considered as the most convenient and after applying what is indicated in subclausula 6.1 will be invited to negotiate the contract. |
| 30.2 | In case of Quality Based Selection (QBS), the Consultant who has obtained the highest score will be considered as the most convenient and after applying what is indicated in subclausula 6.1 of the ITC will be invited to negotiate the Contract. |
| 30.3 | In the case of Selection Based on a Fixed Budget (FBS), the proposal that obtains the highest technical score and does not exceed the budget indicated in **CD** 19.4 will be considered the most convenient. Proposals that exceed the budget outlined in DDC 19.4 will be rejected.  The Consultant with the most suitable proposal after applying what is indicated in subclausula 6.1 of the ITC will be invited to negotiate the contract. |
| 30.4 | In the case of the Lowest Cost Based Selection (LCS), the most convenient proposal will be the one that has offered the lowest total price among all the Proposals that obtained the minimum technical score and after applying what is indicated in subclausula 6.1 of the ITC will be invited to negotiate the Contract. |
| F. Negotiation and Award of the Competition | | |
| 31. Negotiations | 31.1 | Negotiations will proceed on the date and at the address indicated in **the CD** with the representative(s) of the Consultant who was best evaluated, who must have a written power of attorney to negotiate and sign the Contract on behalf of the Consultant. |
| 31.2 | The Contracting Party shall draw up the minutes of the negotiations, which shall be signed by the Contracting Party and by the authorised representative of the Consultant. |
| 31.3 | The consultant invited to negotiate shall confirm the availability of all key professional personnel included in its proposal as a requirement for commencing negotiations or, if applicable, of its replacements, in accordance with ITC 13.  In the event that the consultant does not confirm the availability of the proposed key professional staff, its Proposal may be rejected, and the Contracting Party may proceed to negotiate the Contract with the consultant located in the second place of the classification.  Without prejudice to the foregoing provisions, the replacement of key professional staff at the negotiation stage may be considered only if such replacement is due to circumstances beyond the reasonable control of the consultant, such as, inter alia, death or medical incapacity. In such a case, the consultant must offer a substitute professional within the time limit indicated in the letter of invitation to negotiate the Contract, and such replacement must have qualifications and experience equivalent to or better than those of the original candidate. |
| 31.4 | Negotiations include discussions on the Terms of Reference, the proposed methodology, the Contracting Party's inputs, the Special Conditions of the Contract, and the final wording of the part of the Contract that contains the description of the consulting services. These deliberations shall not materially alter the original scope of the Services included in the Terms of Reference or the terms of the Contract, so as not to affect the quality of the final product, its price or the relevance of the initial evaluation. |
| 31.5 | These negotiations shall clarify the tax obligations of the Consultant in the country of the Contracting Party and the manner in which such obligations shall appear in the Contract. |
| 31.6 | If the selection method includes price as a factor for the evaluation, the total price indicated in the financial proposal for a Lump Sum Contract will not be negotiated. |
| 31.7 | In the case of a Time-Based Contract, unit rates will not be negotiated, except where the proposed key professional personal remuneration rates are much higher than those normally charged by consultants in similar contracts. In that case, the Contracting Party may request clarifications and, if the fees are very high, request that the rates be modified after consultation with the Bank.  The format for (i) providing information on remuneration rates when applying the Quality Based Selection method and (ii) clarifying the structure of remuneration rates under this ITC is set out in Appendix A of Form ECO-3, "Financial Negotiations. Breakdown of remuneration rates". |
| 32. Conclusion of Negotiations | 32.1 | The negotiations will conclude with the revision of the final version of the Contract, which will then be signed by the Contracting Party and the consultant's authorized representative with their initials.  Where appropriate, the evaluation report selecting the most suitable proposal and the contract negotiation record will be submitted to no objection from the Bank. |
| 32.2 | If negotiations fail, the Contracting Party shall inform the consultant in writing of all outstanding issues and disagreements, and shall give the consultant a final opportunity to respond. If the disagreement persists, the Contracting Party shall terminate the negotiations and inform the consultant of the reasons.  In accordance with the foregoing, it will prepare a report or minutes detailing the review, analysis, evaluation, and comparison of the proposals, said report or minutes will be submitted to the No Objection of the Bank, when appropriate.  Once the Bank has issued its no objection, the Contracting Party may issue the notification of intention to award. |
| 33. Notification of Intention to Award the Contract | 33.1 | The Contracting Party shall send to each consultants (who has not already been notified that its Proposal has not been successful) the Notification of his Intention to Award the Contract to the consultant who submitted the most suitable proposal. The Notice of Intention to Award the Contract shall contain at least the following information:   1. The name and address of the consultant with whom the Contracting Party had successfully negotiated the contract. 2. The price of the negotiated Contract and a summary of the scope of the contract. 3. The names of all the Consultants included in the short list, indicating those who had submitted proposals. 4. When required by the selection method, the price offered by each Consultant, as read aloud and evaluated. 5. The overall technical scores and scores assigned to each criterion and sub-criteria for each consultant. 6. The final scores combined and the final ranking of the consultants. 7. A statement of the reasons why the Proposal of the recipient to whom the notification is sent was not selected, unless the combined score recorded in item (f) alone reveals the reasons. 8. The expiration date of the period for filing protests and instructions on how to request explanations of the selection act or file a protest. |
| 34. Presentation of Protests in the procurement process | 34.1 | The deadline for submitting protests to the results of the evaluation of the technical proposal, financial proposal and selection of the most suitable proposal once these are notified to the consultants must be ten working days from the following business day after the notification of the intention to award the contract.  This deadline will not apply when only one proposal is submitted and when the process is carried out in an emergency situation recognized by CABEI, in which case it will be indicated in the **CD**. |
| 34.2 | Protests made by the consultants may be made only in response to the notifications they receive regarding the results obtained from the evaluation of their proposal.  Any protest presented shall:   1. Be presented by the consultant's representative. 2. Identify the procurement action for which it is claimed. 3. Describe the nature of the protest and the facts supporting it including references to CABEI's procurement policies that are deemed to have been breached. 4. Indicate and attach all the information required to prove the chronology of the claim. |
| 34.3 | All protests must be sent in writing to any of the addresses indicated in the **CD** |
| 34.4 | The Contracting Party shall resolve the protests within the time limit specified in the **CD.** |
| 34.5 | The Contracting Party will suspend the activities related to the procurement process at the time of receiving a protest until the resolution of the same.  When required, all consultants must be asked to extend the validity of the proposls, the Bid Maintenance and contract signing Guarantee or the Bid maintenance Declartion as appropriate. |
| 34.6 | The Contracting Party shall inform the Bank of the presentation and resolution of protests during the competition process.  The Contracting Party must act with diligence for the resolution of protests, CABEI reserves the right to refrain from financing any work, when the respective solution is not realized in a timely manner or in its opinion the solution adopted does not respond to the best interests of the operation. |
| 35. Right of the Contracting Party to accept and reject Proposals | 35.1 | The Contracting Party reserves the right to accept or reject any proposal, to cancel the procurement process and to reject all proposals at any time prior to the award of the contract, without thereby acquiring any liability to the consultants. In case of cancellation of the process, it will promptly return to all consultants the proposals it has received. |
| 36. Notification of the Award of the Contract | 36.1 | Before the expiration of the Period of Validity of the Proposal, and after the end of the deadline for submission of protests specified in ITC 34.1, or any extension thereof, and when the protests presented within the established period have been satisfactorily addressed, the Contracting Party will send a notification of award of the contract to the consultant who submitted the selected proposal as the most convenient, requesting the selected Consultant to sign and return the negotiated contract within the following eight (8) business days from the date of receiving the aforementioned notification.  The letter of notification now hereinafter referred to as the "Letter of Acceptance" shall specify the amount that the Contracting Party will pay to the consultant and the time limit for the execution of the consultancy services. |
| 36.2 | Within 10 working days of such notification, the Contracting Party shall publish the Contract Award Notice, which shall include at least the following information:   1. Name and address of the Contracting Party. 2. Name and reference number of the Contract to be awarded, and the method is selected used. 3. Names of the consultants who submitted proposals, and the prices of their proposals read aloud at the Financial Proposals opening, as evaluated. 4. Names of all consultants whose Proposals were rejected or not evaluated, with the corresponding reasons. 5. Name of the selected consultant, the final price of the total contract, the duration of the contract and a summary of its scope. |
| 36.3 | The Notice of Contract Award shall be published on the Contracting Party's free access website, if available, or in at least one newspaper in the national circulation of the Contracting Party's Country or in the official gazette.  The Contracting Party shall also include such notification on the website of the United Nations development business publication. |
| 37. Signature of the contract | 37.1 | After notification, the successful consultant must submit to the Contracting Party the documents indicated in **the** **CD**. |
| 37.2 | The Contract will be signed without delay before the expiration of the validity of the Proposal, after the expiration of the Deadline for submission of protests set out in ITC 34.1 or its extensions, and after the satisfactory attention of any protest filed within such period. |
| 37.3 | The Consultant is expected to commence work on the date and place indicated in the CD. |
| 37.4 | Any consultancy services contract with CABEI resources shall be subject to:   1. Supervision of CABEI in accordance with its current provisions on the matter to ensure the achievement of the objectives set. 2. Prior No Objection to any relevant changes, such as those that may involve an increase in costs related to CABEI financing, gaps in the execution schedule of the operation and changes in the scope of the services provided. 3. Dispute resolution bodies established in the **CD**. |
| 38. Others | 38.1 | Everything not provided for in this Document of the Competition will act in accordance with the provisions of the Procurement Policy for obtaining Goods, Works, Services and Consultancies with Resources of CABEI and its Norms for Application that are under the following direction https://www.bcie.org. |

Section II. Competition Data (CD)

The following are the specific details of this process which will complement or amend the ITC. In the event of a conflict, the provisions contained in these CD shall prevail over the provisions of the ITC.

| **Ref.to the ITC** | **Competition Data (CD)** |
| --- | --- |
| **A. General** | |
| **1.1** | The definitions and interpretations contained in the ITC *(are/are not)* those set out in the GCC contained in Section VI.  *In case these are not those established in the GCC, indicate where these have been established.* |
| **2.1** | Procurement Identification Number:  Name of the Contracting Party:  Name of the competition and description of the consulting services to be contracted: |
| **5.1** | *Choose one of two text options:*  *The competition is restricted to the participation of consultants whose country of origin is only (Indicate the names of the countries)*  *or*  *The competition is not restricted to the participation of* *consultants* *of* *a* *specific* *origin,* *national* *or* *international* *consultants* *from* *any* *country* *interested* *in* *participating will be accepted.* |
| **5.5 (e)** | In addition to the provisions of the ITC, the following shall be considered a conflict of interest:   * *If it is necessary to place other causes of conflict of interest, otherwise delete this numeral.* |
| **5.6** | *(Delete if there is no limit)*  The maximum number of JV members will be: *(insert a number) \_\_\_\_\_* |
| **C. Proposals preparation** | |
| **10.1** | The language in which the Proposal should be prepared is: \_\_\_\_\_\_ *(indicate the official language of the contracting Party)* |
| **11.1(a)** | The documents that must make up the **Technical Proposal (Envelope No.1)**   1. Propoal submission Letter in accordance with Form CC-1, which shall include information on the commissions, gratuities and fees paid or to be paid to agents or any other party in connection with this Proposal and, in the event of an award, with the performance of the Contract. 2. Simple copy of the Power of Representation of the person who subscribes to the proposal. In case of proposals submitted by a JV the power of representation of each of the members of the JV. 3. Simple copy of identity card or similar identification document, valid, of the person who subscribes the proposal. 4. Form CC - 2: Affidavit   *Choose one of the options according to the type of technical* *Proposal.*  **For An Extensive Technical Proposal (ETP)**   1. Form TEC-1: Organization and Experience of the Consultant. 2. Form TEC-2: Comments and suggestions on the terms of reference and on the facilities and counterpart personnel to be provided by the contracting party. 3. Form TEC-3: Description of the approach, methodology and work plan. 4. Form TEC-4: Consulting Execution Schedule. 5. Form TEC-5: Team composition, work and time of the principal experts. 6. Form TEC-6 Standards of Environmental, Social and Occupational Safety and Health Conduct (ESOSH).   **For a Simplified Technical Proposal (STP)**   1. Form TEC-3: Description of the approach, methodology and work plan. 2. Form TEC-4: Consulting Execution Schedule. 3. Form TEC-5: Team composition, work and time of experts. 4. Form TEC-6 Standards of Environmental, Social and Occupational Safety and Health Conduct (ESOSH) |
| **11.1 ( c )** | *Where, in accordance with the evaluation method, it is required to submit a financial proposal, it must include:*  The documents that must make up the **Financial Proposal (Envelope No.2)**  ECO-1 Financial Proposal Submission Letter  ECO-2 Summary of costs.  ECO-3 Breakdown of remuneration.  ECO-4 Reimbursable expenses. |
| **12.1** | Proposed key personnel are permitted to participate in more than one Proposal: Yes\_\_\_\_\_\_ or not \_\_\_\_\_\_ |
| **13.1** | The period of validity of the proposal shall be *(indicate number of days in letters and numbers)* days after the date of expiry of the period for receipt of proposals established. |
| **15.1** | The deadline for request of clarifications shall be no later than: *(day, month, year, a minimum of 18 days before the date of submission of proposals is recommended)*  If clarifications are deemed necessary for the preparation of proposals, communications should be addressed to:  Attention: (please provide the person's full name, if applicable)  Address: (indicate street and number)  Floor/office number: (enter floor and office number, if applicable)  City: (enter the name of the city or town)  Zip code: (enter zip code, if applicable)  Country: (enter the name of the country)  Phone: (enter phone number, including country and city codes)  E-mail address: (please provide the e-mail address, if applicable |
| **15.2** | The Contracting Party shall respond to the queries from the consultants for the preparation of their proposals no later than *(day, month, year, the date shall be not less than 15 days before the date of submission* *of* *proposals).* |
| **15.4** | *(To be held/Not to be held)* pre-proposal meeting, which will be non-mandatory.  *In case of pre-proposal meeting add the following paragraph:*  *The place, date and time of the meeting are as follows:*  *Date:*  *Hour:*  *Place:* |
| **15.6** | The communication of the responses to the queries from the consultants and addendums to this Competition Document will be made by:  *(Select one of the communication mechanisms)*   * *Publication on the web portal (indicate e-mail address)* * *Others (detail)* |
| **17.1** | Consultants on the short list can associate with:   1. Other consultants not included in the short list: Yes\_\_\_\_\_ or not \_\_\_\_\_\_\_\_   or   1. with other Consultants on the short list: Yes\_\_\_\_\_\_ or not \_\_\_\_\_\_\_\_\_ |
| **17.2** | *(If not used, enter "Not applicable." If used, include the following:)*  Estimated time of the Principal Experts: \_\_\_\_\_\_\_\_\_ person-months.  (Or)  Total estimated cost of work: \_\_\_\_\_\_\_\_\_\_\_\_\_.  *(Indicate only the time (in person-months) or the total cost, but not both.)*  *(Do not use for Selection Based on a Fixed Budget)* |
| **17.3** | *Only for Time-based Contracts*  *If not used, enter "Not applicable". If used, include the following:*  The proposal should include the minimum time of the proposed key personnel, of \_\_\_\_\_\_\_\_\_\_\_ months -person.  To evaluate and compare Proposals only:  To evaluate and compare Proposals only: If a Proposal includes less time than the minimum required, the missing time (expressed in person-months) will be calculated as follows:  The missing time is multiplied by the highest remuneration rate of a proposed staff included in the Consultant's Proposal and added to the total amount of remuneration.  Proposals that include more than the minimum time required will not be adjusted. |
| **17.4** | *(Use for Selection* *based on a Fixed Budget, otherwise indicate "Does not Apply").*  The total fixed budget available for this job is: \_\_\_\_\_\_\_\_\_\_\_ (including or excluding taxes).  Proposals that exceed the total available budget will be rejected.  *(If the amount includes taxes, please indicate the estimated tax amount separately.)* |
| **18.3** | The format of the Technical Proposal to be submitted is:  ETP \_\_\_\_\_\_\_\_ or STP \_\_\_\_\_\_\_\_\_\_ *(check as appropriate)*.  If the Technical Proposal is presented in an incorrect format, it may be considered that it does not meet the established requirements.  The maximum number of pages in form TEC-3 shall be *(indicate maximum pages)* pages |
| **19.1** | *The following is a list as an example.*  *Items that do not correspond should be deleted and others may be added. If the Contracting Party wishes to set maximum ceilings for unit prices for certain types of expenditure, it shall indicate them on the ECO forms:*   1. *Allocation of per diems, including hotel expenses, for experts for each day who are absent from the headquarters office because of the Services.* 2. *Cost of travel by the most appropriate means of transport and the most direct route possible.* 3. *Cost of office space, including administrative costs and support.* 4. *Cost of Communications.* 5. *Cost of purchasing or renting or freighting the necessary equipment to be supplied by the consultants.* 6. *Cost of preparing reports (including printing* *it) and delivering* *it to the Contracting Party.* 7. *Other allocations as appropriate and provisional or fixed amounts (if any).* 8. *(Indicate the relevant type of expenditure, as appropriate.)* |
| **19.2** | The prices quoted by the consultant are subject to adjustment: Yes\_\_\_\_\_\_\_\_\_\_\_or not \_\_\_\_\_\_\_\_\_\_.  If the answer is yes, specify whether it corresponds to foreign or local inflation.  (*Applies to all Time-base Contracts and lasting more than 18 months. In exceptional circumstances, it may also apply to lump sum contract work of more than 18 months' duration, subject to the* *Bank's agreement).*  *If price adjustment is contemplated, add the following paragraph:*  *The adjustment mechanism will be detailed in: Paragraph 43 of the GCC for lump sum contracts and in paragraph 40 for time-base contracts*. |
| **19.3** | The consultant will be subject to national taxes on the expenses and amounts payable under the contract, so it must include them in the financial proposal: Yes\_\_\_\_\_\_\_\_\_\_\_or not \_\_\_\_\_\_\_\_\_\_  The consultant will be subject to payments for benefits or social security under the contract, so it must include them in the financial proposal: Yesr\_\_\_\_\_\_\_\_\_\_\_o Not \_\_\_\_\_\_\_\_\_\_ |
| **19.4** | 1. The consultant must submit its financial proposal in: *(indicate currency of the proposal)* and submit the detail of the same in accordance with that indicated in ITC 11.1 (c) 2. The payment currency of the contract will be: *(Indicate payment currency)*. 3. *The exchange rate to be used for the evaluation of the proposal will be: (indicate the exchange rate when applicable)* 4. *The amount budgeted for the procurement is: (Indicate amount when it is published).* |
| **D. Submission and opening of Proposals** | |
| **20.1** | The Consultants will have the option to submit their proposals electronically: Yes\_\_\_\_\_ or not \_\_\_\_\_\_  If consultants have the option of submitting their proposals electronically, the procedures should be defined. |
| **20.4** | The Consultant shall submit:   1. Technical Proposal: one (1) original and \_\_\_\_\_ (*indicate number)* copies. 2. Financial Proposal: one (1) original and \_\_\_\_\_ *(indicate number)* copies. |
| **20.9** | Proposals shall be submitted by:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(day/month/year)*  Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(enter time in 24-hour format)*  The address for the submission of Proposals is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *When establishing the deadline for the preparation and submission of proposals, the particular circumstances of the project and the complexity in the preparation of the proposal shall be duly taken into account. Unless otherwise agreed with the Bank, the time limit shall be at least forty-five calendar days from the following working day after the date of publication of the competition documents or from the next working day after the date on which these are available*. |
| **23.2 (d)** | In addition, at the time of the opening of the Technical Proposals the following information \_\_\_\_\_\_\_\_ will be read aloud *(write "Not applicable" or indicate what additional information will be read and recorded in the minutes of the opening).* |
| **E. Evaluation and comparison of Proposals** | |
| **24.1** | The selection method is Quality and Cost-based (QCBS)  In case of selecting another selection method, the corresponding adjustments must be made. |
| **25.3** | The minimum qualification of a technical proposal must be (xx%).  The criteria and sub-criteria, and the points system that will be used to evaluate the Simplified Technical Proposals are listed in this subclausula in the harmonized doc. suitable for two options for ETPs (Extended Technical Proposal) and STPs (Simplified Technical Proposal). |
| **26.4** | Those interested in attending the public opening ceremony should *contact (please indicate the name and contact information of the responsible official)* and request that they be informed of the place, day and time of the ceremony. This request must be made before the deadline for submission of Proposals, indicated above.  Alternatively, an announcement on the public opening of the Financial Proposals may be published on the Contracting Party's website, if any. |
| **28.1** | For the purposes of the evaluation, the Contracting Party shall exclude:   1. *All identifiable local indirect taxes such as sales tax, consumption taxes, VAT or similar taxes recorded on contract invoices; and* 2. *All additional indirect local taxes on the remuneration of services rendered by professionals not resident in the country of the Contracting Party.*   *In case of award of the Contract, at the time of making the negotiations, all these taxes will be analyzed, finalized (using the list broken down as a guide, but not limited to it) and added to the amount of the Contract, indicating also which taxes will be paid by the Consultant and which will be withheld and paid by the Contracting Party on behalf of the Consultant.* |
| **29.2** | The deadline for submitting clarifications or additional information requested by the Contracting Party shall be at least (*Indicate number of days)* working days. |
| **30.1** | 1. The lowest Financial Proposal (Fm) receives the maximum financial score (Pf), this is equal to 100. 2. The formula for determining the financial score (Pf) of all other Proposals is as follows:   Pf = 100 x Fm/F, where "Pf" is the financial score, "Fm" is the lowest price, and "F" is the price of the Proposal being considered.   1. The weights assigned to the Technical (T) and Financial (P) Proposals are:   T = \_\_\_\_\_\_\_ *(indicate weighting)* and  P = \_\_\_\_\_\_\_ *(enter weighting).*   1. Proposals are classified according to the combination of their technical (Pt) and financial (Pf) scores using the weights (T = weight given to the Technical Proposal; P = weighting given to the Financial Proposal; T + P = 1) as follows:   Score = Pt x T % + Pf x P %.  *In case of applying a different method than QCBS, eliminate this numeral.* |
| **F. Negotiation and Award of the Competition** | |
| **31.1** | The expected date and place for the contract negotiations are as follows:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(indicate date in day-month-year format)*  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate address) |
| **34.1** | The process is carried out in an emergency situation recognized by CABEI: \_\_\_\_(Yes) \_\_\_\_(No) |
| **34.3** | All protests must be sent in writing to any of the following addresses:  At the attention of: *(please provide the full name of the person receiving complaints)*  Title / position: (*insert title / position)*  Contracting Party: *(insert name of the Contracting Party)*  E-mail address: *(insert e-mail address*)  Physical address: (*insert physical address*) |
| **34.4** | All protests must be resolved by the Contracting Party and communicated to the consultants within *(10 working days is recommended)* after receipt of the protest. |
| **37.1** | Documents to be submitted after the award   1. Form TEC-3: Description of the approach, methodology and work plan. 2. Form TEC-4: Consulting Execution Schedule 3. Form TEC-5: Team composition, work and time of experts. 4. *Notarized Act of the formalization of the JV (In case of proposal presented by a JV)* 5. *Duly apostilled power of attorney (If applicable)* 6. *Other documents acceptable to CABEI (Place the list)*   The above documents must be submitted at least "X" working days after the award. |
| **37.3** | The expected date for the commencement of the provision of the Services is:  Date: \_\_\_\_\_\_\_ *(enter month and year)* at: \_\_\_\_\_\_\_\_\_\_ (*indicate place).* |

# 

Section III. Evaluation Criteria

*This section contains examples of the criteria to be used to evaluate proposals. It is the responsibility of the Contracting Parrty to adjust them according to the type and scope of the consultancy being procured, using the "Guide for the elaboration of Criteria for the Evaluation of Technical Proposals".*

1. **Consultant’s Background Evaluation.**

The consultant will present included as part of its proposal, all the documents that prove its background to participate in the competition process and its qualifications to provide the required consulting services.

The consultant who does not meet any of the mandatory criteria established in paragraphs 1 to 3, its technical proposal will not be evaluated.

|  |  |
| --- | --- |
| **Criterion No.1: Background** | **Evaluation** |
| 1. Original Proposal Submission Letter in accordance with Form CC-1, which shall include commissions and gratuities if paid or payable to agents or other party related to this proposal. (Not Correctable) | *Complies (Yes/No)* |
| 1. Simple copy of the Power of Representation of the person who subscribes to the proposal. (Not Correctable)   In case of proposals submitted by a JV the power of representation of each of the members of the JV. | *Cumple / No Cumple* |
| 1. Simple copy of identity card or similar identification document, valid, of the person who subscribes to the proposal (Correctable) | *Cumple / No Cumple* |

1. **Evaluation of Technical Proposal.**

*For the evaluation of the technical proposal, the contracting party must define the evaluation criteria necessary to evaluate and to know if the consultants and the technical proposal presented adequately comply with the established requirements and the deadline for completing the consulting services. The evaluation criteria described below should be developed in accordance with the "Guide for the development of Evaluation Criteria for Consulting Firms."*

The consultant who does not reach the minimum score established in numeral 25.3 **of the CD** will not go to the stage of evaluation of the financial proposal.

The evaluation criteria of the Extensive Technical Proposal will be:

| **Evaluation Criteria** | **Maximum**  **Score** |
| --- | --- |
| 1. Consultants’ specific experience, as companies (TEC-1) | *Place score (between 0 – 10)* |
| 1. Quality of the proposed methodology and work plan and its conformity with the terms of reference (TEC-2, TEC-3, TEC-4 and TEC-6)   Note to consultants: The Contracting Party shall assess whether the proposed methodology is clear, whether it responds to the Terms of Reference, whether the work plan is realistic and feasible, whether the overall composition of the proposed key staff is balanced, shows an appropriate mix of competencies, and whether the work plan has the appropriate key staff. | *Place score (between 20 – 50)* |
| 1. Qualifications of proposed key personnel and their suitability for the job (TEC-5).   **Note to the Consultants:** Each position number corresponds to the same number indicated for the Principal Experts on form TEC-5, to be prepared by the Consultant.   1. *Position P-1: Team Leader ……………………………(Indicate points).* 2. *Position P-2: (Enter the name of the position) ……….(Enter points)* 3. *Position P-3: (Enter the name of the position)………...(Enter points)*   *Total points for the criterion: 30 - 60*  *The number of points allocated to each of the above-mentioned posts shall be determined considering the following three sub-criteria and the relevant percentage of weighting:*   1. *General qualifications*   *General education, training and experience: \_\_\_ weighting between 10 % - 20 %.*   1. *Relevant job suitability, education, and training*   *Experience in the sector or similar jobs: \_\_\_\_\_ weighting between 60 % - 80 %.*   1. *If it is relevant to the work in question, add the third sub-criterion:*   *Relevant experience in the region, sufficient level of management of the local language(s) to work on-site/knowledge of the local culture or administrative system, government organisation, etc. \_\_\_\_\_ weighting between 0 % - 10 %.*  *Total weighting:100 %* | *Place score (between 30 – 60)* |
| 1. Knowledge Transfer Programme - Training (TEC-3) - *If applicable* | *Place score (between 0 – 10)* |
| 1. **Total** | **100** |

The evaluation criteria of the Simplified Technical Proposals will be

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Maximum Score** |
| 1. Quality of the proposed methodology and work plan and its conformity with the terms of reference (TEC-3, TEC-4 and TEC-6) | *Place score (between 20 – 40)* |
| 1. Qualifications of proposed key personnel and their suitability for the job (TEC-5)   **Note to the Proposal**: Each position number corresponds to the same number indicated for the Princiapl Experts on form TEC-5, to be prepared by the Consultant.   1. *Position P-1: Team Leader …………………….(Indicate points)* 2. *Position P-2: Enter the name of the position… (Enter the points)* 3. *Position P-3: Enter the name of the position (Enter the points)*   Total points for the criterion: 60 - 80 | *Place score (between 60 – 80)* |
| 1. **Total** | **100** |

1. **Evaluation of the Financial Proposal**

The consultant must provide the required data as described in forms ECO-1, ECO-2 and ECO-3.

Based on these forms, the Contracting Party will evaluate only the financial proposals of those proposals that make up the short list and that their technical evaluation is equal to or greater than the minimum score established.

1. **Most convenient Proposal**

When evaluating the financial proposals, the Contracting Party will determine the reasonableness of the price and the evaluated price of each proposal, making the corrections when applied in accordance with the instructions to the consultants (ITC). The Contracting Party shall recommend the award of the contract to the consultant who:

1. Submit the most appropriate proposal and with whom the contract has been successfully negotiated in accordance with clause 30 of the ITC.
2. It is not included in CABEI's list of Prohibited Counterparties.
3. He is not disqualified or declared ineligible or sanctioned for obtaining resources or awarding contracts financed by organizations recognized by CABEI..

Section IV. Competition Forms

**Consultants’ Background**

**CC - 1** Letter of confirmation of participation and presentation of the Proposal

**CC - 2** Affidavit

**Technical Proposal**

**TEC - 1** Organization and experience of the Consultant

**TEC - 2** Comments and suggestions on the terms of reference and on the facilities and counterpart personnel to be provided by the Contracting Party.

**TEC - 3** Description of the approach, methodology and work plan

**TEC - 4** Execution Schedule

**TEC - 5** Team composition, work, and time of principal experts

**TEC - 6** Standards of Environmental, Social and Occupational Safety and Health Conduct (ESOSH)

**Financial Proposal**

**ECO-1** Financial Proposal submission Letter

**ECO-2** Summary of the costs

**ECO-3**  Breakdown of remuneration.

**ECO-4**  Reimbursable expenses.

**FORM CC-1**

**Letter of confirmation of participation and presentation of the Proposal**

International Public Competition No.: \_\_

Place and date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gentlemen*: (Name and address of the Contracting Party)*

Dear Sirs,

We, the undersigned, hereby confirm our decision to participate in the competition *"(title of the competition in which participates)"* and offer to provide consulting services in accordance with the Competition Document (CD) and our Proposal.

We hereby submit our Proposal, which consists of this Technical Proposal and an Financial Proposal, which is included separately in a sealed envelope.

We also declare that:

1. We have examined the competition document, including the addendums issued in accordance with the Instructions to the Consultants, and we have no reservations about this.
2. We present our proposal in attachment, with a term of validity of the in accordance with the provisions ITC 13.1.
3. We confirm the commitment to comply with the proposal in the event that our company *(full name of the consultant)* is awarded and is contracted.
4. We accept that any false data or omission that may be contained in this proposal and/or its annexes may be a justifiable element for the disqualification of the proposal and declare that:
5. We have not been suspended or declared ineligible by the Contracting Party in connection with the execution of a Bid Maintenance Declaration in the country of the Contracting Party.
6. If there are commissions or gratuities, paid or to be paid by us to agents in connection with this proposal and the performance of the Contract if it is awarded to us, they are indicated below:

|  |  |  |
| --- | --- | --- |
| Name and address of the Recipient | Amount and currency | Purpose of the commission or gratuity |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (If there are no commissions or gratuities indicate "none") | | |

1. It is understood that the documents submitted and all the information that is annexed in this proposal, will be used by the Contracting Party, to determine, with its criteria and discretion, the capacity for the provision of what is required through the competition process.
2. In competing for the Contract (and, if we are awarded, in executing it), we are committed to complying with the laws on fraud and corruption, including bribery, that are in force in the country of the Contracting Party.
3. Except as stated in ITC 31, we agree to negotiate a Contract that includes the Proposed Key Personnel. We accept that the replacement of the Proposed Professionals for reasons other than those indicated in paragraph 31.3 of the ITC, may result in the termination of the negotiations of the Contract.
4. We understand that this proposal, as well as your written acceptance included in your Letter of Acceptance, is binding on us and subject to modifications resulting from the negotiations of the Contract.

*(If the Consultant is a JV, include the following:*

We submit our Proposal as a JV along with: (*include a list with the full name and address of each member and provide the name of the principal member).* We have attached a copy *(indicate: "of our letter of intent to form a JV" or, if the association is already formed, "of the JV agreement"),* signed by each of the members in which the possible legal structure and confirmation of the joint and several liability of the members of such association is described in detail).

(Or

If the Consultant's Proposal includes Sub-Consultants, please provide the following: We submit our Proposal with the following signatures as Sub-Consultnts: {Include a list with the full name and legal address of each Sub-Consultant).

The signature of the undersigned in this document is duly authorized to sign by and on behalf of *(full name of the consultant)* and guarantees the truth and accuracy of all statements and documents included.

If our Proposal is accepted and the Contract is signed, we agree to commence the provision of the services no later than the date indicated in CD 37.3.

We understand that the Contracting Party is not obliged to accept any of the Proposals received.

Kind regards

,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature (full name and initials)

Name and title of the Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Consulant Name (name of the company or the JV): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the capacity of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Information (telephone and email address): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(If it is a JV, they must sign either all members or only the principal, in which case the Power of Attorney that empowers them to sign on behalf of all other members must be attached.)

The following are part of the present letter:

1. Annex 1: Technical Proposal Forms:

Form TEC-1: Organization and experience of the Consultant (Applies for Extended Technical Proposal)

Form TEC-2: Comments and suggestions on the terms of reference and on the facilities and counterpart personnel to be provided by the contracting party.

Form TEC-3: Description of the approach, methodology and work plan.

Form TEC-4: Consulting Execution Schedule

Form TEC-5: Team composition, work, and time of principal experts

Form TEC-6 Standards of Environmental, Social and Occupational Safety and Health Conduct (ESOSH)

1. Annex 2: Forms of the Financial Proposal

ECO-1 Form for the submission of the financial proposal.

ECO-2 Summary of costs

ECO-3 Breakdown of remuneration.

ECO-4 Reimbursable expenses

1. Annex 3: CC-2 Affidavit

**FORM CC-2**

**Annex 3 to the Letter of submission of the Proposal**

**Affidavit**

International Public Competition No: *(place the name and identification number of the procurement)*

I *(Name of the person authorized by the Power of Attorney*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with identification document \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in my capacity as the legal representative of (Name of the consultant according to PREC-5) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I certify and declare the following:

1. That my represented, its agents, its staff, contractors, consultants, directors, officials or shareholders have no connection whatsoever, nor have they been involved in activities related to money laundering and the financing of terrorism.
2. It is not in the case of creditors, bankruptcy or liquidation.
3. It is not in court interdiction.
4. It does not have no conflict of interest as described in the Instructions to Consultants and the Competition Data.
5. That my represented, its agents, its staff, contractors, consultants, directors, officers or shareholders are not included in CABEI's List of Prohibited Counterparties or CABEI's other list of ineligibility.
6. That my represented, its agents, its staff, contractors, consultants, directors, officers or shareholders have not been disqualified or declared by an entity or authority as ineligible to obtain resources or award contracts financed by any other entity, while the sanction is in force.
7. That my represented, its agents, its staff, contractors, consultants, directors, officers, or shareholders have not been found guilty of crimes or sanctions related to Prohibited Practices by the competent authority.
8. That my represented, have no history of breach of contract in the last 10 years.

Likewise, I authorize the corresponding *(Name of the Contracting Party)* and the Central American Bank for Economic Integration (CABEI) to carry out the verifications it deems appropriate in order to corroborate the aforementioned with any search system or database that the Contracting Party or CABEI has for such purposes, as well as with any competent authority deemed necessary.

Likewise, I certify and declare to know the origin of the funds from the patrimony of my represented and manifest that they do not come from any illicit activity.

Finally, and if this is the case, I declare that the funds provided will be managed in accordance with best practices, transparency, and integrity and at no time will they be used for illicit activities.

We further declare that immediate notice will be given to the Contracting Party and CABEI in the event that at a later time any change in the aforementioned conditions occurs.

We agree that the Contracting Party shall have the right to exclude us from this competition process if the information provided in this Affidavit is false or if the change of condition occurs at a time after the delivery of this Affidavit.

**Consultant:** *(Name of the consultant)*

**Name:** *(Complete name of the signatory)*

**Title:** *(of the signatory)*

**Signature***: (signature of the person whose name and title are listed above).*

**Date***: (day, month, and year in which the bid is signed)*

***In case of bids submitted by a JV, the form must be submitted by all JV members.***

**Form TEC-1 (for Extense Technical Proposals only)**

**Organization and Experience of the Consultant**

*Form TEC-1: Include a brief description of the Consultant's organization and a summary of the consultant's recent experience that is most relevant to the job. In the case of a JV, information should be provided on the similar work carried out by each member. The summary should indicate the names of the Principal Experts and the Consultant's Sub-Consultants who have participated in each of these works, the duration, the amount of the contract (the total and, if performed in the form of a JV or as a Sub-consultant, the amount paid to the Consultant) and the role/participation of the Consultant.*

**A. Consultant’s Organization**

1. *Provide here a brief description of the background and organization of your company and, if it is a JV, of each of the associated members for this work.*
2. *Include the organization diagram and the list of Board members and effective owners.*

**B. Consultant’s Experience**

1. *List only similar previous work that you have successfully carried out in the period indicated in criterion No.1 of Section III.*
2. *List only the works for which the Consultant has been legally hired by the Contracting Party as a company or in which it has been one of the members of the JV. The work carried out by the Consultant's Experts privately or through other consulting firms may not be mentioned as part of the relevant experience of the Consultant, nor of the Consultant's partners or Sub-consultants, but may be included in the resumes of the Experts themselves. The Consultant shall be prepared to demonstrate the declared experience by submitting copies of the respective documents and references, if requested by the Contracting Party.*

| **Duration** | **Name of the work and brief description of the principal outputs/results** | **Name of the Contracting Party and country where the work was performed.** | **Approximate value of the contract  (in USD) / Amount paid to the Consulting Firm** | **Activity performed in this work** |
| --- | --- | --- | --- | --- |
| *(For example, january 2009– aprill  2010)* | *(For example, “Improving the quality of... …”:*  *Design of a master plan for the rationalization of …;)* | *(For example, Ministry of…, country)* | *(For example, USD 1 million/ USD 0,5 million)* | *(For example, principal partner in the JV A&B&C)* |
| *(For example, jan-may 2008)* | *(For example, “Support for subnational government...":*  *Drafting of secondary-level rules on...)* | *(For example, Municipality of…, country)* | *(For example, USD 0,2 million/ USD 0,2 million)* | *(For example, sole Consultant)* |

**Formulario TEC-2 (for Extense Technical Proposals only)**

Comments and suggestions on the Terms of Reference and on the facilities and counterpart personnel to be provided by the Contracting Party.

Form TEC-2: Comments and suggestions on terms of reference that may improve the quality/efficiency of the work, and on the necessary counterpart facilities and personnel to be provided by the Contracting Party, including administrative support, offices, local transport, equipment, data, etc.

**A. About the Terms of Reference**

*(Improvements to the Terms of Reference, if any)*

**B. About the facilities and the counterpart personnel**

*(Comments on the facilities and counterpart personnel to be provided by the Contracting Party. For example: administrative support, offices, local transportation, equipment, data, background reports, etc., if any).*

**Form TEC-3 (for Extense Technical Proposals only)**

**Description of the approach, methodology and work plan, and its conformity with the Terms of Reference**

**Form TEC-3:** *Description of the approach, methodology and plan to be used to perform the work, with the detailed description of the proposed methodology and training personnel, if the Terms of Reference include training as a specific component of the work.*

*(Suggested structure for your Technical Proposal (in ETP format):*

1. *Technical approach and methodology*
2. *Work plan*
3. *Organization and personnel.*
4. ***Technical approach and methodology.*** *Explain what you understand about the objectives of the work as set out in the Terms of Reference, as well as the technical approach and methodology you would adopt to carry out the necessary tasks [****Note to the Contracting Party: add the following text in the civil works supervision contracts:*** *"including environmental, social (including sexual exploitation and abuse - ESA- and gender violence -GV) and occupational safety and health (ESOSH") to generate the expected results, and the degree of detail of those results.*

*Please do not repeat or copy the Terms of Reference here.*

1. ***Work plan.*** *{Describe the plan for the implementation of the main activities/tasks of the work, their content and duration, phases and interrelations, milestones (including provisional approvals of the Contracting Party) and tentative dates for the submission of reports. The proposed work plan should correspond to the technical approach and methodology, so as to show that the Terms of Reference are understood and have the capacity to translate them into a work plan. The list of final documents (including reports) to be submitted as final product should be included here. The work plan should show consistency with the work schedule form}. If a knowledge transfer program has been requested for training, "training" should be added here.*
2. ***Organization and personnel.*** *(Describe the structure and composition of your team; include the list of Principal Experts, Secondary Experts, and relevant technical and administrative support staff)*

**Form TEC-3 (for Simplified Technical Proposals only)**

**Description of the approach, methodology and work plan to be applied to carry out the task.**

**Form TEC-3:** Description of the approach, methodology and plan to be used to perform the work, with the detailed description of the proposed methodology and training personnel, if the Terms of Reference include training as a specific component of the work.

*(Suggested structure for your Technical Proposal).*

1. ***Technical approach, methodology and organization of the Consultant's team*.** *(Explain what you understand about the objectives of the work as set out in the Terms of Reference, as well as the technical approach and methodology that you would adopt to carry out the necessary tasks (****Note to the Contracting Party: add the following text in the civil works supervision contracts:*** *"including environmental, social (including sexual exploitation and abuse - ESA- and gender violence -GV) and occupational safety and health (ESOSH)") to generate the expected results and the degree of detail of those results. Also describe the structure and composition of your team. Please do not repeat or copy the Terms of Reference here}.*
2. ***Work plan and personnel*.** *(Describe the plan for the implementation of the main activities/tasks of the work, their content and duration, phases and interrelations, milestones (including provisional approvals of the Contracting Party) and tentative dates for the submission of the reports. The proposed work plan should be related to the technical approach and methodology, so as to show that the Terms of Reference are understood and have the capacity to translate them into a work plan and work schedule showing the tasks assigned to each Expert. The list of final documents (including reports) to be delivered as a final product should be included here. The work plan should show consistency with the work schedule form.)* ***IF A KNOWLEDGE TRANSFER PROGRAM HAS BEEN REQUESTED FOR TRAINING, "TRAINING" SHOULD BE ADDED HERE***
3. ***Comments (on the Terms of Reference and on counterpart facilities and personnel).*** *(Your suggestions should be concise and timely and should be included in your Proposal. Also add your comments, if any, on the facilities and counterpart personnel to be provided by the Contracting Party. For example, administrative support, offices, local transportation, equipment, data, background reports, etc.).*

*.*

**FORM TEC- 4**

**Consulting Execution Schedule (For Extensive and Simplified Technical Proposals)**

*It must show the main activities to be carried out for the development of the consultancy, the chronological order of the same and the times proposed for each of them.*

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Output/Activity** | **Months** | | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **n** |
| 1 | *Output 1: (Deliverable name: for example: Report A* |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *Activity 1: for example: Data collection* |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *Activity 1: for example: Preparation of the draft* |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *Activity 1: for example: Initial Report* |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *Activity 1: for example: Adding comments* |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *Activity 1: for example: Delivery of the final report to the Contracting Party)* |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 | *Output 2: (Name of the deliverable)* |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *Activity 1:* |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *Activity 2* |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *Activity n* |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

1. *List the outputs with the breakdown of the activities required to develop them and other goals, such as the Contracting Party's approvals.*
2. *For phased work, please indicate separately the activities, reporting and targets for each stage. For multi-phase tasks, indicate separately the activities, report delivery, and stages for each phase.*
3. *The duration of the activities must be indicated on a bar chart.*

**Consultant:** *(Name of the consultant)*

**Name:** *(Complete name of the signatory)*

**Title:** *(of the signatory)*

**Signature***: (signature of the person whose name and title are listed above).*

**Date***: (day, month, and year in which the bid is signed)*

**FORM TEC-5 (For Extensive and Simplified Technical Proposals)**

**Team composition, work and time of the principal experts**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Name** | **Position** | **Type of Dedication** | **Expert time (in person-months) corresponding to each deliverable (listed inTEC-5)** | | | | | | | | | | | **Total time (in months)**  **Of dedication of the consultancy** | | |
| **Month 1** | | **Month 2** | | **Month 3** | | | **........** | **Month.** | |  | **Base** | **Fiedl** | **Total** |
| **Key professional staff (assessed in the evaluation criteria)** | | | | | | | | | | | | | | | | | |
| 1 | *Name of the proposed key person e.g.: Señor Pérez* | *(Team Leader)* | Base | *0.25 m* | | *0.20 m* | | *0.10 m* | | |  |  | |  |  |  |  |
| Field | *0.50 m* | | *0.50 m* | | *0.50 m* | | |  | *0.50 m* | |  |  |  |
| 2 |  |  |  |  | |  | |  | | |  |  | |  |  |  |  |
|  |  | |  | |  | | |  |  | |  |  |  |
| 3 |  |  |  |  | |  | |  | | |  |  | |  |  |  |  |
|  |  | |  | |  | | |  |  | |  |  |  |
| n |  |  |  |  | |  | |  | | |  |  | |  |  |  |  |
|  |  | |  | |  | | |  |  | |  |  |  |
|  |  |  |  |  |  | |  | |  |  |  |  | **Subtotal** | |  |  |  |
| **Other proposed personnel (Not assessed in the evaluation criteria )** | | | | | | | | | | | | | | | | | |
| 1 | *Name of the person* | *Position* | Base | *0.25 m* | | *0.20 m* | | *0.10 m* | | |  | *0.0 m* | |  |  |  |  |
| Fiedl | *0.50 m* | | *0.50 m* | | *0.50 m* | | |  | *0.50 m* | |  |  |  |  |
| 2 |  |  |  |  | |  | |  | | |  |  | |  |  |  |  |
|  |  | |  | |  | | |  |  | |  |  |  |  |
| n |  |  |  |  | |  | |  | | |  |  | |  |  |  |  |
|  |  | |  | |  | | |  |  | |  |  |  |  |
|  |  |  |  |  |  | |  | |  |  |  |  | **Subtotal** | |  |  |  |
|  |  |  |  |  |  | |  | |  |  |  |  | **Total** | |  |  |  |

1. For key professional staff, time should be indicated individually for the same positions as indicated in the evaluation criteria in Section III
2. The months considered from the beginning of the consultancy, one month is equivalent to twenty-two (22) working days (billable) and one working day (billable) may not be less than eight (8) working hours (billable)
3. "Base" refers to work in the office of the country of residence of the professional. "Field" means work performed in the country of the Contracting Party or in any country other than the country of residence of the professional

.

**FORM TEC-5 (CONTINUATION)**

**Curriculum Vitae for proposed Key Professional Personnel**

|  |  |
| --- | --- |
| 1. Proposed position: *(only one candidate should be nominated for each position)* | |
| 1. Name of the Consulting Firm: *(insert the name of the Firm proposing the candidate)* | |
| 1. Name of individual: *(insert full name):* | |
| 1. Date of birth: | Nationality: |
| 1. Education: *(Indicate the names of the universities and other specialized studies of the individual, giving the names of the institutions, degrees obtained and the dates on which he/she obtained them.)* | |
| 1. Professional associations to which he/she belongs: | |
| 1. Other specializations *(Indicate other significant studies after having obtained the degrees indicated in number 5 – Where he/she obtained the education):* | |
| 1. Countries where he/she has work experience: (*List the countries where the individual has worked in the last ten years)* | |
| 1. Languages (*For each language indicate the degree of competence: good, regular, poor, in speaking, reading, and writing)* | |
| 1. Labor History *(Starting with the current position, list in chronological the positions that have been held since the candidate graduated, indicating for each job the activities carried out within the framework* *of each position,* dates of employment, name of the organization and positions held):   From (*Year and month*): \_\_\_\_\_\_\_\_\_\_\_\_ To (*Year and month*) \_\_\_\_\_\_\_\_\_\_\_\_  Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Positions and functions performed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

**Certification of the proposed professional:**

I, the undersigned, certify that,

1. I have been informed by the (***add name of the consulting firm)*** that my resume will be included in the proposal for the competition process: (*Name of the process*).
2. To my best knowledge and understanding, this curriculum correctly describes my person, my qualifications, and my experience.
3. We accept that any false data or omission that may contain this resume and its annexes may be justifiable element for the disqualification of the proposal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Signature of the proposed person)*  Day/Month/Year

**Consultant’s Certification:**

I, as an authorized representative of *(Name of the Consulting Firm)*, certify that I have obtained the consent of the aforementioned professional to include his resume in the proposal of the process *(Name of the Process)*, and that said professional has declared that he/she will be available to perform the work in accordance with the provisions of execution and schedule indicated in the proposal.

Full name of the consultant's representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the representative Date (day, month, year)

**FORM TEC-6**

**Rules of Conduct**

**Environmental, Social and Occupational Safety and Health (ESOSH)**

Add in works supervision contracts:

The Consultant must present the Rules of Conduct that it will apply to the Key personnel and other experts to ensure compliance with good practices in Environmental, Social and Occupational Safety and Health (ESOSH) in the manner described in more detail in the Terms of Reference. Consultants should provide an explanation of how they will implement the Rules of Conduct.

**FORM ECO-1**

**Submission of Financial Proposal**

Date: \_\_\_\_\_\_from \_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_

Sir/Madam (*name of the Contracting Party)*

*(Name and number of the competition)*

In accordance with the documentation received to submit the proposal for the Competition *(indicate the name of the competition),* we (company/JV) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ offer to carry out the execution of the consulting services by means of a standard contract *(indicate the modality of contract),* for a total closed sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Write the currency and the amount in numbers and letters).*

Our Financial Proposal shall be valid and binding on us, subject to modifications arising from the negotiations of the Contract, for the period indicated in ITC 13.1.

In case of being selected as the consulting firm for the development of the consulting services (*name of the competition process),* we undertake to develop the proposed Execution Schedule and comply with all the scopes requested in the clauses of the contract, in accordance with the requirements established in the Terms of Reference.

We understand and accept that the Contracting Party is not obliged to accept the lowest proposal or any proposal they may receive.

Kind regards

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized signature (full name and initials)

Name and title of the signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the Consultant (name of the Company or JV): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the capacity of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Information (telephone and email address): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(If it is a JV, they must sign either all members or only the principal, in which case the power of attorney that empowers them to sign on behalf of all other members must be attached.)*

*.*

**FORM ECO- 2**

**Cost Summary**

|  |  |
| --- | --- |
| **Concept** | **Costs in**  *(Indicate currency\*)* |
| **Cost of the Financial Proposal** |  |
| 1. Remunerations |  |
| 1. Reimbursable expenses |  |
| **Cost of the Financial Proposal (\*\*):** |  |
| **Estimated amount of local indirect taxes, to be analyzed and finalized during negotiations if the Contract is awarded** | |
| 1. *(Enter the type of tax, for example, VAT or sales tax.)* |  |
| 1. *(For example, income tax for non-resident experts).* |  |
| 1. *(Please indicate the type of tax).* |  |
| **Estimated total local indirect taxes:** |  |

*(\*) In accordance with paragraph 19.4(a) of the* ***CD***

*(\*\*) Must match the amount listed on the ECO-1 form.*

*.*

**FORM ECO- 3**

**Breakdown of Remuneration**

Where this form is used in the framework of a work under a Lump Sum Contract, the information contained herein shall only be used to demonstrate the basis for calculating the maximum amount of the Contract, to calculate the applicable taxes during the negotiation stage of the Contract and, if necessary, to determine payments to the Consultant for possible additional services requested by the Contracting Party. This form will not be used as a basis for payments under Lump Sum Contracts.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **N.o** | **Name** | **Position** | **Person-montths remuneration rate** | **Dedication in months**  **Taking from TEC-5** | **Total** |
| **Key professional staff (assessed in the evaluation criteria)** | | | | | |
| 1 | *Name of the proposed person* | *Position* | Base: *(Indicate rate)* |  |  |
| Field: *(Indicate rate*) |  |  |
| 2 |  |  |  |  |  |
|  |  |  |
| 3 |  |  |  |  |  |
|  |  |  |
| n |  |  |  |  |  |
|  |  |  |
| **Other propossed personnel (Not assessed in the evaluation criteria)** | | | | | |
| 1 | *Name of the proposed person* | *Position* | Base: *(Indicate rate)* |  |  |
| Field: *(Indicate rate*) |  |  |
| 2 |  |  |  |  |  |
|  |  |  |
| 3 |  |  |  |  |  |
|  |  |  |
| n |  |  |  |  |  |
|  |  |  |
| **Total costs** | | | | |  |

Position: As stated in the TECH-1

Dedication in months: Total in months of dedication to consulting, according to TECH-1 Remuneration and total rate: In accordance with paragraph 19.4(a) of the **CD.**

**Appendix A. Financial Negotiations: Breakdown of remuneration rates**

1. **Analysis of remuneration rates** 
   1. Remuneration rates are composed of a basic salary or fees, social security contributions, overheads, profits and any bonuses or allowances paid for work performed outside headquarters or head office. The attached model form can be used to detail the breakdown of fees.
   2. If the Competition Document only requests to submit a Technical Proposal, the selected Consultant will use the standard form to prepare for the contract negotiations. If the Competition Document requires the submission of a Financial Proposal, the standard form must be completed and attached to the ECO-2 form. The sheets with the agreed breakdowns (in the negotiations) will form part of the negotiated Contract and will be included in the Appendices of the contract.
   3. At the time of negotiations, the firm should be prepared to display the audited financial statements for the past three years, in order to justify its fees, and to accept that its proposed rates and other financial aspects will be subject to scrutiny. The Contracting Party will be responsible for the custody of government funds and is expected to act prudently in spending them.
   4. The details of the rates are as follows:
2. **Salary** is the regular gross salary in cash or fees paid to the person at the Firm's headquarters office. Any bonuses for work outside the headquarters or bonuses (except when these items are included by law or by government regulations) must not be included.
3. **Bonuses** are normally paid out of profits. To avoid double counting, bonuses will not normally be included in the "salary" and should be listed separately. Where the Consultant's accounting system is such that the percentages of social security contributions and overheads are based on total revenue, including bonuses, those percentages shall be adjusted and reduced accordingly. In cases where national policies require payment of 13 months for 12 work-months, the utilities component will not be changed. Any consideration of bonuses should be supported by audited documentation, which will be treated confidentially.
4. **Social charges** are the costs of non-monetary benefits and may include, inter alia, social security (i.e. costs of pensions, health insurance and life insurance) and the cost of vacation or paid sick leave. In this regard, paid leave for official holidays and leave taken by the Expert during work shall not be considered as social charges in cases where a replacement has not been provided.
5. **Cost of license days**. The way to calculate the cost of the total days of leave per year as a percentage of the basic salary will generally be as follows:

|  |
| --- |
| Total licence days X 100 |
| [365 -f -fo -v -le] |

Cost of leave as a percentage of salary=

Where f = weekends, fo = official holidays, v = holidays, le = sick leave.

It is important to note that the licence can only be considered a social charge if the Contracting Party is not charged for it.

1. **General expenses or overheads** are business costs incurred by the Consultant that are not directly related to the performance of the work and will not be reimbursed as separate items under the Contract. Typical items are headquarters office costs (non-billable time, consultant senior staff time overseeing the project, rental of headquarters offices, support staff, research, staff training, marketing, etc.), the cost of consultant staff who are not currently employed on revenue-generating projects, taxes on business activities and the costs of promoting the company. During the negotiations, audited financial statements, certified as correct by an independent auditor and justifying the overheads of the past three years, together with detailed lists of the items that make up such expenses and the percentage of the basic salary represented by each of them, should be available for review. The Contracting Party will not accept an additional margin (add-on) for social charges, overheads, etc. for Experts who are not permanent employees of the Consultant. In such cases, the Consultant shall be entitled only to the administrative costs and to a commission on the monthly payments charged by the outsourced Experts.
2. **Profits** are normally based on the sum of salary, social security contributions and overheads. If there is any bonus that is paid regularly, the corresponding reduction in the amount of the profits will be made. Travel expenses and any reimbursable expenses may not be included in the basis for calculating profits.
3. **Bonus or bonus for work outside the headquarters or per diem.** Some Consultants pay bonuses to Experts who work outside of headquarters or head office. Such bonuses are calculated as a percentage of salary (or fees) and should not give rise to overheads or profits. Occasionally, such bonuses may by law entail social charges. In that case, the amount of these social charges shall in any case be indicated as social security contributions, and the net bonus shall be indicated separately.

The United Nations Development Programme (UNDP) standard values in force for the country concerned can be used as a reference for the determination of per diems.

**Model Form**

Consultant: *(Name of the consultant)* Country: *(indicate)*

Assignment: *(Name of the consultancy)* Date: *(Indicate)*

**Consultant's Statements Regarding Costs and Charges**

We hereby confirm that:

1. the basic fees indicated in the attached table have been taken from the company's payroll records and reflect the current fees of the declared Experts, who have received no increase other than the normal increase stipulated in the annual increase policy applicable to all the Consultant's Experts.
2. Faithful copies of the last payment receipts of the declared Experts are attached.
3. The benefits for work away from headquarters listed below are those that the Consultant has agreed to pay for this work to the declared Experts.
4. The items listed in the attached table by social security contributions and overheads are based on the average costs experienced by the Firm over the past three years and presented in the Firm's financial statements.
5. These items for general expenses and social security contributions do not include bonuses or any other means of distributing profits.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Name of the Consultant)*

Signature of the Authorized Representative Date

Name:

Title:

**Consultant’s Statements regarding costs and charges**

**(Model Form I)**

Expressed in (indicate currency)

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Personnel | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Name | Position | Basic remuneration rate per day/month/year of work | Social Security1 | Overheads1 | Subtotal | Profits2 | Asigment for work outside headquarters | Proposed fixed rate per hour/day/month of work | Proposed fix rate per hour/day/month of work1 |
| Headquarters | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Country of the Contracting Party | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

*1. Expressed as percentage of 1.*

*2. Expressed as percentage of 4.*

**FORM ECO- 4**

**Breakdown of Reimbursable Expenses**

Where this form is used in the framework of a Lump Sum Contract work, the information contained herein shall only be used to demonstrate the basis for calculating the maximum amount of the Contract, to calculate the applicable taxes during the negotiation stage of the Contract and, if necessary, to determine payments to the Consultant for possible additional services requested by the Contracting Party. This form will not be used as a basis for payments under Lump Sum Contracts.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **N.o** | **Type of reimbursable expenses** | **Unit** | **Unit cost \*** | **Quantity** | **Total \*** | |
| 1 | *For example: Daily perdiem\*\** | *Day* |  |  |  | |
| 2 | *For example: International flights* | *Flight ticket* |  |  |  | |
| 3 | *For example: Transportation from/to the airport* | *Trip* |  |  |  | |
| 4 | *For example: Costs of communications between (indicate places)* |  |  |  |  | |
| 5 | *For example: Reproduction of reports* |  |  |  |  | |
| 6 | *For example, Rent of office* |  |  |  |  | |
|  | *....................................* |  |  |  |  | |
|  | *Training of the Contracting Party's personnel, if required by the Terms of Reference* |  |  |  |  | |
| **Total costs** | | | | | |  |

(\*) Unit and total cost: As indicated in paragraph 19.4(a) of the CD.

(\*\*) The "daily per diem" is paid for each night that, by Contract, the Expert must pass away from his usual place of residence. The Contracting Party may set a ceiling.

.

PART TWO: TERMS OF REFERENCE

Section V. Terms of Reference

*The Contracting Party will be responsible for preparing the Terms of Reference for the work to be performed, which is recommended to have the following characteristics:*

1. *Reference information. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-*
2. *Objective(s) of the work\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
3. *Scope of services required,*

*3.1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*3.2 (Indicate if work is required in the following phases (downstream).*

*3.3 (Indicate whether training is a specific component of the job.)*

*3.4 Indicate any applicable aspects of sustainable procurement.*

*3.5 (The description of the Consultant's services for civil works supervision should ensure that the Contractor's performance is in accordance with international industry good practices and complies with the Contractor's ESOSH obligations*

1. *Include basic information (including a list of existing relevant studies and baseline data) in order to make it easier for consultants to prepare their proposals.*
2. *List the services and studies needed to carry out the work and expected results (e.g., reports, data, maps, surveys).*
3. *Requirements on the composition of the team and the qualifications of the Principal Experts and any other requirements to be used to evaluate the Principal Experts under CD 11.1(a), additionally listed requirements related to ESOSH)*
4. *Requirements on reporting and schedule for deliverables submission. (Listed among other ESOSH-related requirements)*
5. *Contributions from the Contracting Party and counterpart personnel. Clearly define the respective responsibilities of the Contracting Party and the consultants.*
6. *Social policy and the environment.*

*Note: The Terms of Reference should not be too detailed or inflexible, so that competing consultants can propose their own methodology and assigned staff.*

PART THREE: CONTRACTUAL CONDITIONS

Section VI. Contract Form

**Preface**

This section includes two forms of standard contract: one for Time-based Consulting Services and the other for services remunerated by paying a lump sum. Below are the circumstances when its use is more appropiate:

.

1. **Contract on the Basis of Time Worked**. This type of contract is indicated when it is difficult to define or fix the scope and duration of the services, either because this is related to activities carried out by third parties so the period of completion may vary, or because the information of the consultants required to achieve the objectives of the work is difficult to evaluate. In time-based contracts, the Consultant provides services on a time basis in accordance with the quality specifications, and the Consultant's remuneration is determined on the basis of the time actually consumed by the Consultant in providing the Services and is based on (i) agreed unit rates for the Consultant's experts, multiplied by the actual time the experts spend on the execution of the work, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Contracting Party to closely supervise the Consultant and to be involved in the day-to-day execution of the work.
2. **Lump Sum Contract**. This type of contract is primarily used for work in which the scope and duration of the Services and the required outcome of the Consultant are clearly defined. Payments are linked to results (deliverables), such as reports, designs, account amounts, contest documents or software programs. Lump sum contracts are easier to manage because they operate under the principle of a fixed price for a fixed scope, and payments are made for clearly specified results and milestones. However, it is essential the quality control of the results of the Consultant by the Contracting Party.

These contract models are designed for use in work with consulting firms and will not be used to hire individual consultants.

**STANDARD CONTRACT MODEL**

**Consulting Services**

**Time-based**

**Prologue**

1. This Section contains two types of standard contract models for consultancy services (a Time-Based Contract and a Lump Sum Contract) that are based on the models included in the harmonized Request for Proposals (Master Document for the Selection of Consultants prepared by multilateral development banks [WB]).
2. **Contract based on Time Worked.** It is appropriate to use this type of contract when it is difficult to define or establish the scope and duration of the Services, either because they are linked to activities carried out by third parties whose completion period may vary, or because it is difficult to evaluate what contribution of the Consultants will be necessary to achieve the objectives of the work. In Time-Based Contracts, the Consultant provides the Services for a certain time in accordance with the quality specifications, and his remuneration is established based on the time he actually spent providing the Services. This remuneration is based on the following: i) agreed unit rates for the Key Professional Staff of the Consultant multiplied by the actual time they spend in the execution of the work, and ii) the reimbursable expenses, for which the actual expenses and/or agreed unit prices are considered. This type of contract requires the Contracting Party to rigorously supervise the Consultant and be involved in the day-to-day execution of the work.
3. **Lump Sum Contract**. This type of contract is primarily used for work in which the scope and duration of the Services, as well as the consultant's required deliverables, are clearly defined. Payments are linked to results (outputs), such as reports, drawings, quantities accounts, bidding documents or software. Lump Sum Contracts are easier to manage because they operate under the principle of a fixed price for a fixed scope, and payments are made based on clearly specified milestones and results. However, it is essential that the Contracting Party controls the quality of the Consultant's results.
4. The models were designed for use in work with consulting firms and should not be used to hire individual experts. These standard contract models should be used for complex or high-value jobs.

**Preface**

1. The standard model contract consists of four parts: the model contract itself to be signed by the Contracting Parrty and the Consultant, the General Conditions of Contract (GCC) (including Annex 1, "Fraud and corruption"), the Particular Conditions of the Contract (PCC) and the Annexes.
2. The General Conditions of Contract (GCC), including Annex 1, "Fraud and Corruption", may not be amended. The Particular Conditions of the Contract (PCC), which contain specific clauses, have the function of complementing — but not replacing or contradicting — the General Conditions.

.

**CONSULTING SERVICE CONTRACT**

**Time-based**

Name of the Operation: (Indicate name of the financing operation)

Number of the Operation: (Indicate number of the financing operation)

Name of the Consulting Service: *(Indicate the name)*

Contract No: *(Indicate the number)*

Between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Name of the Contracting Party)*

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Name of the Consultant)*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TABLE OF CONTENTS**

[A. General Provisions 81](#_Toc77534825)

[1. Definitions 81](#_Toc77534826)

[2. Integrity Provisions. 82](#_Toc77534827)

[3. Interpretation 82](#_Toc77534828)

[4. Language 83](#_Toc77534829)

[5. Joint Venture, Consortium or Association (JV) 83](#_Toc77534830)

[6. Origin of subconsultants 83](#_Toc77534831)

[7. Notifications and Communications between the Parties 83](#_Toc77534832)

[8. Applicable Law 84](#_Toc77534833)

[9. Dispute resolution 84](#_Toc77534834)

[10. Job Independence 85](#_Toc77534835)

[11. Authorized Representatives 85](#_Toc77534836)

[12. Confidentiality 85](#_Toc77534837)

[13. Conflict of Interest 86](#_Toc77534838)

[14. Fortuitous event of force majeure 87](#_Toc77534839)

[15. Bank inspections and audits 87](#_Toc77534840)

[16. Cession 88](#_Toc77534841)

[B. Scope of the Consulting Services and Consultant Obligations 88](#_Toc77534842)

[17. Scope of the Consulting Services 88](#_Toc77534843)

[18. Consultant’s Responsability and Performance standard 88](#_Toc77534844)

[19. Place of provision of the consulting services 88](#_Toc77534845)

[20. Entry into force of the contract and commencement of the provision of the consulting services 88](#_Toc77534846)

[21. Termination of contract 89](#_Toc77534847)

[22. Reporting Obligations 89](#_Toc77534848)

[23. Provisions on intellectual property and compensation for infringement of intellectual property rights 89](#_Toc77534849)

[24. Contracting Party’s proprietary rights in reports and records prepared during the Contract. 89](#_Toc77534850)

[25. Safety and risks 90](#_Toc77534851)

[26. Insurance 90](#_Toc77534852)

[C. Professional staff and subconsultants 90](#_Toc77534853)

[27. Key Professional staff 90](#_Toc77534854)

[28. Coordinading Specialist 90](#_Toc77534855)

[29. Replacement of Key Specialists 91](#_Toc77534856)

[30. Additional Key Professional staff approval 91](#_Toc77534857)

[31. Subcontracting and subconsultants 91](#_Toc77534858)

[32. Removal of Specialists or Subconsutants 91](#_Toc77534859)

[D. Obligations of the Contracting Party 92](#_Toc77534860)

[33. Project Manager 92](#_Toc77534861)

[34. Consultant Assistance 92](#_Toc77534862)

[35. Access to the Project sites 93](#_Toc77534863)

[36. Services, facilities, and goods of the Contracting Party to be provided to the Consultant 93](#_Toc77534864)

[37. Counterpart personnel 93](#_Toc77534865)

[38. Obligation to pay 93](#_Toc77534866)

[E. Payments to the Consultant 93](#_Toc77534867)

[39. Maximum amount 93](#_Toc77534868)

[40. Remuneration and reimbursables expenses 94](#_Toc77534869)

[41. Working hours, overtime and leave 94](#_Toc77534870)

[42. Payment currency(ies) 94](#_Toc77534871)

[43. Taxes and duties 94](#_Toc77534872)

[44. Advance payment and advance guarantee 94](#_Toc77534873)

[45. Detailed invoices – Billing and payment method 95](#_Toc77534874)

[46. Interest on late payments 95](#_Toc77534875)

[F. Variations, modifications, suspension de payments and early termination of the Contract 95](#_Toc77534876)

[47. Modifications or Variations 95](#_Toc77534877)

[48. Suspension de payments 96](#_Toc77534878)

[49. Early Termination 96](#_Toc77534879)

[50. Termination of consulting services upon early termination 97](#_Toc77534880)

[51. Payments upon termination 97](#_Toc77534881)

[G. Termination of rights and obligations generated by the contract 97](#_Toc77534882)

[52. Termination of rights and obligations 97](#_Toc77534883)

[ANNEX I: Agreed Terms of Reference 108](#_Toc77534884)

[ANNEX II: Integrity Provisions 110](#_Toc77534885)

[ANNEX III: Reporting Requirements 113](#_Toc77534886)

[ANNEX IV: Key Professional Staff of the Consultant and Subconsultants 114](#_Toc77534887)

[ANNEX V: Remuneration costs and reimbursable expenses 117](#_Toc77534888)

[ANNEX VI: Guarantee Forms 119](#_Toc77534889)

[ANNEX VII: Other Forms 124](#_Toc77534890)

**Contract Model**

**Contract for the Provision of Consulting Services**

**Time-based**

*(This format contains the minimum requirements and provisions that the contract must include.)*

**This Contract for the Provision of Consultancy Services** is entered into *(indicate the place*) on (*indicate the date)* between *(indicate the full name of the Contracting Party*), hereinafter the **Contracting Party**, represented by *(indicate the name and appointment of the authorized representative)* and *(indicate the full name of the consultant),* hereinafter **the Consultant**, represented by *(indicate the full name of the legal representative of the consultant*). Both hereinafter and jointly refered as the **Parties.**

DECLARES THE CONTRACTING PARTY:

1. (*Indicate the legal requirements, which, according to national law, must be based on an administrative contract. Among others, legal description of the entity, address, data of the documents that grant power of representation to its representative)*
2. That after the completion of an award procedure in respect of the consultancy services consisting of (*briefly describe the consultancy services object of the contract)* has accepted the proposal of the **Consultant** for the execution of these services, for the sum that is payable in accordance with the provisions of the Contract (hereinafter the "Contract Price").

DECLARES THE CONSULTANT:

1. *(Indicate the legal requirements, which, according to national law, must be based on an administrative contract. Among others, legal description of the entity, address, data of the documents that grant power of representation to its representative)*
2. That it has accepted the award in respect of the consultancy services consisting of (*briefly describe the consultancy services covered by the contract)* and that the remuneration provided for in the Contract corresponds to its proposal for such Consultancy Services.

THE PARTIES AGREE AS FOLLOWS:

1. **Interpretation**
2. In this Contract the words and expressions shall have the same meaning as assigned to them in the respective terms of the Contract to which they relate.
3. In addition to the provisions of subsection 1, the interpretation of the Contract shall be governed by the provisions of the General Conditions of the Contract.
4. **Priority of contractual documents**
5. The following documents constitute the Contract between the Contracting Party and the Consultant, and shall be read and interpreted as an integral part of the Contract:
6. This Contract.
7. The Particular Conditions of the Contract.
8. The General Conditions of the Contract.
9. The Annexes to the Contract
10. Annex I – Agreed Terms of Reference
11. Annex II – Integrity Provisions
12. Annex III - Reporting/Deliverable Requirements and Delivery Schedule
13. Annex IV - Key Professional Staff of the Consultant and Sub-Consultants
14. Annex V- Remuneration costs and reimbursable expenses
15. Annex VI - Guarantee forms
16. Annex VII - Other forms
17. The Consultant's Proposal
18. The Letter of Acceptance issued by the Contracting Party.
19. *(Add here any other documents that would form part of the contract)*
20. This Contract shall prevail over all other contractual documents. In the event of any discrepancy or inconsistency between the contract documents, the documents shall prevail in the order set forth above.
21. Subject to the established order of priority, all documents that form an integral part of the Contract are correlative, complementary and mutually explanatory. The contract should be read as a whole in a comprehensive manner.
22. **Obligations of the Consultant and the Contracting Party**
23. By reason of the payments that the Contracting Party will make to the Consultant in accordance with the provisions of this Contract, the Consultant undertakes to provide the consulting services for the Contracting Party in accordance in all respects with the provisions of the Contract.
24. The Contracting Party undertakes to pay the Consultant in return for the provision of consultancy services the sums payable in accordance with the provisions of the Contract within the period and in the manner prescribed therein.
25. The Parties agree to act in good faith as to the rights of the other Party under this Contract and to take all reasonable steps to ensure compliance with the objectives of this Contract.

Aware of its content and scope, the Parties subscribe to this Contract in accordance with the applicable legislation defined in the General Conditions of the Contract on the day, month and year indicated above.

|  |  |
| --- | --- |
| For and on behalf of the **Contracting Party**  *(Indicate name and title or other designation of the Contracting Party’s representative)* | For and on behalf of the **Consultant**  *(Indicate name of the authorized representative of the Consultant)* |
| Signature | Signature |

*(In the case of a JV, all members must sign or only the principal, in which case the power of attorney authorizing him to sign on behalf of all other members must be attached.)*

By and on behalf of each member of the Consultant (insert the name of the JV)

*(Name of the main member) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(Authorized Representative acting on behalf of the JV) (Add spaces for each member's signatures if they all sign)*

**General Conditions of Contract**

***(This section includes the general clauses to be included in all contracts for the provision of time-base consultancy services. The text of this subparagraph should not be modified.)***

The Contract, the following General Conditions of the Contract (GCC), together with the Particular Conditions of the Contract (PCC) and other documents listed in the contract, constitute a complete document that establishes the rights and obligations of the Parties.

| **General Conditions of Contract** | |
| --- | --- |
| * + - 1. General Provisions | |
| Definitions | |
| 1.1 | In the Conditions of the Contract that include these General Conditions and the Particular Conditions - the subsequent words and expressions will have the following meanings: |
|  | 1. **Applicable Law/Legislation**. It is understood the Laws and other instruments having the force of law as specified in clause 8 of the GCC, which are issued and entered into force in a timely manner. |
|  | 1. **Associate**: refers to each of the member members of a Joint Venture, in case the Consultant is a JV. |
|  | 1. **Bank**: is the Central American Bank for Economic Integration. |
|  | 1. **Borrower/Beneficiary:** A public legal entity, indicated in the PCC, that has signed a contract or agreement for the financing of an operation with CABEI and that generally appoints an executing agency for its execution. |
|  | 1. **Consultant**: it is the legal entity that is entrusted with providing its intellectual services for a consultancy, related to a subject in which it has specialized knowledge, whose proposal to execute the Contract has been accepted by the Contracting Party and is referred to as such in the Contract. |
|  | 1. **Consulting Services:** means the work to be performed by the Consultant in accordance with this Agreement, as described in Annex I (Agreed Terms of Reference). |
|  | 1. **Contract**: the legally binding written agreement signed by the Contracting Party and the Consultant and which includes all the documents listed in the contract is understood. |
|  | 1. **Contracting Party**: it is the entity that contracts the consulting services, as indicated in the Particular Conditions of the Contract (PCC). |
|  | 1. **Days:** refers to calendar days; except when "working days" is specified. |
|  | 1. **Effective Date**: is the date on which this Contract becomes effective and takes effect in accordance with sub-clause 20.1 of the GCC. |
|  | 1. **Foreign currency**: is any currency other than that of the country of the Contracting Party. |
|  | 1. **GCC**: means the General Conditions of the Contract |
|  | 1. **Government**: It is undertood as the Government of the country of the Contracting Party. |
|  | 1. **Joint Venture**: By "Joint Venture, Consortium or Association (JV)" means an association with legal personality other than that of its members or without it, formed by more than one Consultant, in which a member has the power to carry out all commercial activities for one or all the other members of the association and on their behalf, and whose members are jointly and severally liable to the Contracting Party for the performance of the Contract. |
|  | 1. **Key Professional Personnel:** are, collectively, the Specialists or any other member of the Consultant's staff, members of the sub-consultants, or members of the JV members (if any) with skills, qualifications, knowledge, and experience essential to the provision of the Consulting Services or part thereof under the Contract. |
|  | 1. **National currency**: is the currency of the country of the Contracting Party. |
|  | 1. **Party**: means the Contracting Party or the Consultant, as required by the context. **Parties:** means the Contracting Party and the Consultant. |
|  | 1. **PCC**: means the Particular Conditions of the Contract, by means of which the GCC may be modified or supplemented, but never replaced. |
|  | 1. **Responsible associate** means the member of the JV, indicated in clause 5.1 of the PCC, to act on behalf of the JV and to exercise the rights and obligations of the Consultant to the Contracting Party arising from the Contract. |
|  | 1. **Specialists**: individual professionals are considered with essential skills, qualifications, knowledge and experience for the provision of the consulting services stipulated in the Contract and whose resume was taken into account during the technical evaluation of the Consultant's proposal. |
|  | 1. **Sub-consultant:** refers to any natural or legal person with whom the Consultant has subcontracted the partial execution of any part of the Consulting Services, while still having exclusive responsibility for the Contract. |
|  | 1. **Third:** it means any person or entity other than the Borrower/Beneficiary, the Contracting Party, the Consultant or a sub-consultant. |
| Integrity Provisions. | |
| 2.1 | The Borrower/Beneficiary, the Contracting Party, the Consultant and all natural or legal persons participating or providing services in projects or operations financed directly or indirectly by the Bank and under any conditions, shall be subject to compliance with the provisions set out in Annex II (Integrity Provisions). |
| 2.2 | The Contracting Party requires Consultant to provide any commissions or fees that may have been paid or are to be paid to agents or any other party in connection with the competition process or performance of the Contract. The information provided must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee. Failure to comply with this requirement may result in the termination of the Contract or sanctions imposed by the Bank. |
| 3. Interpretation | |
|  | Except where the context requires otherwise:   1. words that indicate the singular also include the plural and words that indicate the plural also include the singular; 2. words indicating a gender include all genders; 3. provisions including the word “accept”, “agreed” or “agreement” require that the agreement be recorded in writing; and signed by both Parties; 4. "written" or "by written" means handwritten, typewritten, printed or produced electronically provided that it results in a continuous record. |
|  | The titles and headings used in this Contract are for reference purposes only and will not limit, alter or affect the meaning or interpretation of the Contract for any purpose. |
|  | **Entire agreement**  The Contract constitutes the entirety of what is agreed between the Contracting Party and the Consultant and supersedes all communications, negotiations, and agreements (written or oral) made between the parties prior to the date of conclusion of the Contract. |
|  | **Amendment**  No amendment or other variation to the Contract shall be valid unless made in writing, dated, expressly referred to the Contract, and signed by a duly authorized representative of each party. |
|  | **Limitations of waivers**   1. Subject to the following sub-clause of the GCC, no delay, tolerance, delay or approval by either party in enforcing any term and condition of the Contract, nor the granting of extensions by either party to the other, shall prejudice, affect or limit that Party's rights under the Contract. In addition, no waiver granted by either party for breach of the Contract shall be deemed a waiver for subsequent or continuing breaches of the Contract. 2. Any waiver of the rights, powers, or remedies of a party under the Contract shall be granted in writing, dateable and signed by an authorized representative of the Party granting it and shall specify the obligation it is wailing and the scope of the waiver.   . |
|  | **Divisibility**  If any provision or condition of the Contract is prohibited by the Contract declared illegal, void, invalid or unenforceable, in its entirety in part such prohibition, nullity, invalidity or lack of execution shall not affect the validity or performance of the other provisions or conditions of the Contract. |
| 1. Language | |
|  | The language governing the Contract and communications between the Parties shall be the official language of the Contracting Party, as detailed in the PCC. |
|  | Documents relating to the Contract and all printed documentation forming part of the Contract may be in another language provided that they are accompanied by a precise translation of the relevant contents into the official language detailed in clause 4.1 of the PCC. In case of conflicts of interpretation, the translation shall prevail. |
|  | The Consultant will be responsible for all costs involved in translating the documents (to the official language detailed in clause 4.1 of the PCC) it provides into the main language, as well as for all risks arising from possible inaccuracies in the Contract. |
| 1. Joint Venture, Consortium or Association (JV) | |
|  | If the Consultant is JV, the members authorize the member named in the PCC to exercise on its behalf all rights and perform all of Consultant's obligations to the Contracting Party under this contract, including, but not limited to, receiving instructions, and receiving payments from the Contracting Party. The composition or constitution of the JV may not be altered without the Contracting Party's prior written consent |
| 1. Origin of subconsultants | |
|  | The Subconsultants may originate in any country, unless otherwise specified in the **PCC**. |
| 1. Notifications and Communications between the Parties | |
|  | Any notice or communication between the Parties pursuant to the Agreement shall be in writing in the language specified in clause 4 of the CGC. |
|  | The physical and electronic address for the receipt of notifications between the Parties shall be that specified in the **PCC.** This address may be changed provided that the Party changing its address informs the other Party in writing of such change of address. |
|  | A notification shall be effective on the latest date between the date of delivery of the notification and the date indicated in the notification. |
| 1. Applicable Law | |
|  | The Contract shall be governed by the laws of the Contracting Party’s country and shall be construed in accordance with such laws unless otherwise stated in the **PCC**. |
|  | The Consultant shall provide the Services in accordance with the contract and the provisions of clause 8.1 of the GCC, shall take all possible measures to ensure that all its Experts and Sub-Consultants comply with the Applicable Legislation. |
|  | During the performance of the Contract, the Consultant shall comply with the laws prohibiting the importation of goods and services into the country of the Contracting Party when, pursuant to a decision of the United Nations Security Council adopted under Chapter VII of the Charter of that body, the country of the Borrower prohibits the importation of products from that country or payments to a country, or to a person or entity in that country. |
| 1. Dispute resolution | |
|  | For the purposes of this clause, any dispute over technical, financial, administrative, legal, environmental or any other nature that arises between the Consultant and the Contracting Party, including the decisions of the Parties, as a result of the performance of this contract, shall be understood as a dispute. |
|  | In the event of any dispute or claim arising out of or relating to this Contract or its breach, the Parties shall make every effort to consult and negotiate with each other and, recognizing their common interests, will try to reach a satisfactory solution to the controversy. Where appropriate, the resolution adopted on the matter shall be in writing and signed by both Parties. |
|  | If an agreement is not concluded in accordance with the sub-clause above, the controversy will be submitted to conciliation, mediation, amicable composition, or other alternative of extrajudicial resolution of conflict as indicated in **the PCC**. Where appropriate, these mechanisms will prior to arbitration. |
|  | If the parties have not been able to resolve the controversy or dispute within the time limit indicated in the **PCC** through the negotiations set out in Sub-Clause 9.2 of the GCC and the procedure set out in Sub-Clause 9.3. of the GCC, either Party may notify the other Party of its intention to commence arbitration on the matter in dispute. No arbitration may be commenced with respect to such matter unless such notice is given.  Any dispute with respect to which notice of intent to commence arbitration has been given pursuant to this Clause shall be finally resolved by arbitration.  Arbitration may be commenced before or after termination of the services. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **PCC.** |
|  | Notwithstanding any reference to arbitration or any other dispute resolution mechanism herein,   1. the Parties will continue to comply with their respective obligations under the Contract unless otherwise agreed; and 2. the Contracting Party shall pay the Consultant any money owed to it that is not part of the subject matter of the dispute. |
| 1. Job Independence | |
|  | Nothing in this Agreement may be construed to mean that there is a dependency of employment or of principal and agent between the Contracting Party and the Consultant. |
|  | The Consultant will execute the Contract with his own equipment and personnel and with technical and managerial autonomy. The responsibility of such personnel will be at the sole expense of the Consultant. Neither the Consultant nor the personnel employed and hired by the Consultant for the development of the Contract will have an employment relationship with the Contracting Party and, therefore, concepts such as fees, salaries, benefits, subsidies, affiliations, indemnities, etc., that accrue due to or on the occasion of the Consulting Services or such personnel will be assumed exclusively by the Consultant. |
| 1. Authorized Representatives | |
|  | Persons designated as authorized representatives designated **in the PCC** may take any action that the Contracting Party or the Consultant shall or may take under this Contract and may sign on their behalf any document that under this Contract shall or may be signed. |
| 1. Confidentiality | |
|  | The Parties shall maintain the strictest confidentiality with respect to all information indicated in the **PCC** as confidential to which they will have or have had access pursuant to the contract and which includes information that has been provided by one Party to the other in writing, either by electronic and/or printed means, or that information to which they have had access directly or indirectly provided by the other party in connection with the Contract before, during or after its performance.  This obligation of confidentiality extends to all subconsultants, and officials used or associated with the performance of the consulting service covered by the Contract by the Parties. |
|  | The Parties warrant that such information will be treated strictly confidentially, and the Consultant may only use it for activities or functions directly related to the provision and execution of the Consulting Services subject to the Contract, and the disclosure, reproduction or arrangement in any form of such information provided or to which it has access or knowledge under the Contract shall be prohibited. |
|  | The confidentiality provisions also apply to the recommendations made by the Consultant during the provision of the Consulting Services or to the results derived there from them. |
|  | The obligation of the Parties under Sub-clauses 12.1 and 12.3 of the above-mentioned GCC shall not apply to information that:   1. The Contracting Party or the Consultant must share with the Bank or other institutions involved in the financing of the Contract, and must indicate the confidential nature of such information. 2. Currently or in the future it is made public domain without infringement by either Party, 3. It can be found that it was in the possession of that Party at the time it was disclosed and was not previously obtained directly or indirectly from the other Party.   Or,   1. Otherwise, it was legally made available to that Party by a third party that had no obligation of confidentiality. 2. It is credited with being developed independently by the Receiving Party without the use of confidential information. 3. Requires disclosure by law or court order issued by a court with jurisdiction. |
|  | The confidentiality obligations assumed by the Parties under the provisions contained in clause 12 shall remain uninterrupted for a period of 2 years from the termination of the services or the termination of the contract (whichever comes first) unless another period is established in the **PCC.** |
| 1. Conflict of Interest | |
|  | The Consultant shall strictly avoid any conflict of interest with other assigned works or with the interests of its company and give due importance to the interests of the Contracting Party, without any consideration for any future work, and shall communicate this obligation to its sub-consultants, its Specialists, its staff and any person authorized to represent it or make decisions on its behalf. |
|  | The Consultant has an obligation to disclose any actual or potential conflict of interest situation that has an impact on its ability to serve the interests of the Contracting Party, or that can reasonably be considered to have such effect and will ensure that its Specialists and sub-consultants respond in the same manner. Failure to disclose such situations may result in termination of the Contract. |
|  | During the term of the Contract, neither the Consultant, including all its Specialists and its staff, nor its sub-consultants may:   1. Engage directly or indirectly in commercial or professional activities in the Country of the Contracting Party that are incompatible with its obligations under the Contract, 2. Hire public employees in activity or on any type of license to perform activities under this Contract, 3. The Consultant agrees that, both during the term of this Contract and after its termination, neither the Consultant nor any of its affiliates, nor any Sub-consultant or affiliate thereof, may supply goods, construct works or provide services other than those of consultancy arising from the Services of the Consultant for the preparation or execution of the project, or are directly related to them. 4. Any other activity that is specified in **the PCC.** |
|  | At the conclusion of the Contract, neither the Consultant nor his sub-consultants may carry out the activities specified in **the PCC**. |
|  | Payments to be made to the Consultant in accordance with section E of these GCC (Clauses CGC 39 to 46) constitute the consultant's sole payment in connection with this Contract, so the Consultant, nor his sub-consultants or Specialists may accept for his benefit, any commission, discount or similar payment in relation to the activities related to this Conctract, nor in the fulfillment of its obligations under it. |
|  | Likewise, if the Consultant, as part of the Services, has the responsibility to advise the Contracting Party in matters of procurement of goods, contracting of works or provision of services, it must comply with the corresponding Bank procurement regulations and exercise at all times such responsibility in favor of the interests of the Contracting Party. Any discount or commission obtained by the Consultant in the exercise of these responsibilities in the procurement shall be in the interest of the Contracting Party. |
| 1. Fortuitous event of force majeure | |
|  | For the purposes of this Contract, an event that could not have been foreseen - but, even if it had been, could not have been avoided or resisted, which is beyond the control of the Parties and which does not originate from the carelessness or negligence of any of the Parties, is understood without prejudice or force majeure. The events of force majeure or fortuitous event make it impossible or very impractical to comply with contractual obligations even if the greatest possible diligence has been acted upon and yet the unforeseeable event that makes compliance impossible has occurred.  Without limitation, such events may include governmental acts and resolutions in its sovereign capacity, wars or revolutions, hostage-taking, seizure of facilities or the project site, crisis, terrorist acts, sabotage, blockades, fires, floods, earthquakes, explosions, hurricanes, epidemics, quarantine restrictions, cargo seizures and other causes recognized as force majeure or fortuitous event. |
|  | Neither Party shall be liable to the other for reasons arising out of fortuitous circumstances or force majeure. Any cause of force majeure or fortuitous event, however in the public domain, shall be documented by the Party suffering from it and shall be notified to the other Party as soon as possible and take all reasonable precautions, with due care and appropriate alternative measures taken in order to comply as best as possible with the terms and conditions of this Contract. |
|  | The Party affected by an event of force majeure shall continue to perform its obligations under this Contract whenever possible and shall take all reasonable measures to mitigate the consequences of any event of force majeure. |
|  | The Party affected by an event of force majeure shall notify the other Party of such event as soon as possible and, in any event, no later than fourteen (14) calendar days after the event occurred, providing evidence of its nature and origin; it shall also notify in writing of the normalisation of the situation as soon as possible. |
|  | The period within which a Party is required to perform an activity or task under this Contract shall be extended for a period equal to that during which that Party was unable to perform such activity as a result of an event of force majeure. |
|  | During the period of inability to provide the Services as a result of an event of force majeure, the Consultant, with instructions from the Contracting Party, shall:   1. Withdraw, in which case the Consultant will be reimbursed for the reasonable and necessary additional costs incurred, and if required by the Contracting Party, for reactivating the services, or 2. Continue to provide the Services to the extent possible, in which case the Consultant will be remunerated in accordance with the terms of this Contract and reimbursed for any reasonable and necessary additional costs incurred. |
|  | Where there are discrepancies between the Parties as to the existence or magnitude of the force majeure event, these shall be resolved in accordance with the provisions of clause 9 of the GCC. |
| 1. Bank inspections and audits | |
|  | The Contracting Party shall allow and make all arrangements for its Subconsultants to allow the Bank and/or persons designated by the Bank to carry out supervisions in accordance with the Bank's current procedures in this regard and to review the accounts and accounting records of the Consultant and its subconsultants related to the competition process and the execution of the contract and, if required, to carry out audits through auditors appointed by the Bank. |
|  | The Consultant shall maintain all documents and records relating to the Contract in accordance with applicable law, but, in any event, for at least the period set forth in the PCC from the date of substantial performance of the Contract. |
|  | The Consultant and its subconsultants shall consider what is stated in sub-clause GCC 2.1 which provides that actions to impede the exercise of the Bank's rights to conduct audits and supervisions constitute a prohibited practice subject to termination of the contract (in addition to the determination of ineligibility, under the Bank's existing sanctions procedures). |
| 1. Cession | |
|  | The Consultant shall not assign, transfer, commit or otherwise have the Contract or any part thereof or the rights, titles or duties under this Contract. Failure to comply with this obligation shall be grounds for termination of the contract. |
| * + - 1. Scope of the Consulting Services and Consultant Obligations | |
| 1. Scope of the Consulting Services | |
| 17.1. | The Consulting Services covered by the Agreement are described in the **PCC** and will be performed as determined in Annex I (Agreed Terms of Reference). |
| 1. Consultant’s Responsability and Performance standard | |
|  | In the execution of the Contract, the Consultant shall act at all times to serve the legitimate interests of the Contracting Party and shall provide the Consulting Services with professionalism, objectivity, diligence, efficiency and economy. Subject to the additional provisions set forth in **the PCC**, if any, the Consultant's liability under this Contract shall be determined by applicable law. |
|  | The Consultant will fulfill his obligations under the Contract in accordance with the highest standards of competence and ethical and professional integrity and will be solely responsible for the result and quality of his work, which must be carried out according to the approved specifications and in accordance with the applicable law, rules and regulations using generally accepted professional practices. It shall also observe prudent management practices and employ appropriate technology, as well as effective equipment, materials and methods. |
|  | The Consultant shall take all practical steps to ensure that all of its Specialists and sub-consultants comply with the principles set out in this clause GCC 18. |
|  | The Contracting Party shall inform the Consultant in writing of the relevant uses and customs of the place, and the Consultant, once notified, shall respect them. |
| 1. Place of provision of the consulting services | |
|  | The Consulting Services will be provided at the location(s) indicated **in the PCC**. Where it has not been possible to indicate in advance the place where a specific task is to be performed, it shall be performed at the place approved by the Contracting Party, either in the country of the Contracting Party or at another place to be agreed. |
| 1. Entry into force of the contract and commencement of the provision of the consulting services | |
|  | This Contract shall enter into force and effect from the date (the "effective date") of the notice on which the Contracting Party instructs the Consultant to commence providing the Services. Such notification shall confirm that all the conditions for the entry into force of the Contract, if any, set out in the **PCC** have been fulfilled. |
|  | From the date of entry into force and before the deadline specified in **the PCC** is met, the Consultant shall confirm that all conditions for the entry into force of the Contract, if any, indicated in **the PCC**, including the availability of the Principal Specialists, have been met and shall commence the provision of the Consulting Services. |
|  | If this Contract does not enter into force within the period specified in the **PCC**, counted from the date of signature, either Party may, by written notice given to the other at least twenty-two days in advance (22), declare it null and void, in which case neither Party may make any claim to the other with respect to such decision. |
| 1. Termination of contract | |
|  | Unless terminated early in accordance with Clause 49 of this GCC, the term of the Contract shall end at the end of the period specified in the **PCC**, counted from the date of entry into force. |
| 1. Reporting Obligations | |
|  | The Consultant shall prepare and submit to the Contracting Party the reports and documents set out in Annex II, in the form, numbers and within the time limits set out in that Annex. |
| 1. Provisions on intellectual property and compensation for infringement of intellectual property rights | |
|  | The copyright or any other type of intellectual property of all plans, documents and other materials containing data and information not derived from the provision of the Consulting Services and that the Consultant provides to the Contracting Party, shall remain the property of the Consultant. If this information was provided to the Contracting Party directly or through the Consultant by third parties, including material suppliers, the copyright in such materials shall remain the property of such third parties. The consultant shall provide the client without additional payment, with an unrestricted license to use and copy the plans, documents, and materials of his property, for any purpose in connection with the project. |
|  | The consultant must ensure that the intellectual property of the consultant, to the extent incorporated in the services, does not infringe intellectual property rights or any other type of rights of third parties.  In case of infringement of intellectual property rights of third parties, the Consultant undertakes to give continuity to the provision of the consulting services of this contract. |
| 1. Contracting Party’s proprietary rights in reports and records prepared during the Contract. | |
|  | Unless otherwise indicated in the **PCC**, the listings under (a) and (b) shall be confidential and shall become the absolute property of the Contracting Party:   1. All transferable rights in the services provided under this Contract; and 2. All studies, reports and relevant data and documents, prepared within the framework of the Contract such as maps, diagrams, plans, databases, software created or adapted, backup records/files or material collected or prepared by the Consultant or made available to the Contracting Party.   If the transfer of rights is not possible in accordance with subsection (a) of this sub-clause GCC 24.1, the Consultant shall irrevocably grant the Contracting Party the unlimited, non-local or temporal limitation, transferable, sub-lblicable and exclusive rights of use and exploitation over the consultancy services provided.  The transfer of ownership referred to in subsection (b) of this sub-clause includes the right of the Contracting Party to modify and revise the contents. The Consultant shall ensure that the respective authors of the studies, reports or documents refrain from claiming the rights in question, releasing the Contracting Party from any responsibility in this regard. |
|  | In the event that for the development of maps, diagrams, plans, databases, drawings, specifications, designs, or documents and software are necessary or indicated license agreements between the Consultant and third parties, the Consultant shall obtain the prior written approval of the Contracting Parrty in such contracts and the Contracting Party may, at its discretion, require the recovery of expenses related to the development of the respective program(s). **The PCC** shall specify, where appropriate, other restrictions on the future use of these documents and *software*. |
|  | The Consultant shall deliver to the Contracting Parrty all the documents prepared, together with a detailed inventory of them no later than the time of the termination or early termination of this Contract. It may retain a copy of such documents, data or software, but may not use them for purposes unrelated to this Contract without the prior written approval of the Contracting Party. |
| 1. Safety and risks | |
|  | The responsibility for the safety of the Consultant, its staff and its property, as well as the property of the Contracting Party that, where appropriate, are in the custody of the Consultant, lies with the Consultant. Therefore, the Consultant must:   1. Establish and maintain an adequate security plan, considering the security situation in the country where the Consultancy Services are provided; and 2. Assume all risks and responsibilities related to its safety and the full implementation of the security plan. |
| 1. Insurance | |
|  | The Consultant will contract at its expense and for the period of validity of the Contract all the insurances that are necessary and habitual to cover its professional and personal risks, among them, at least one insurance of professional liability; and will require that all its subconsultants to do the same. The coverages, the terms and conditions of insurance are indicated in **the PCC.** At the request of the Contracting Party, the Consultant shall provide with evidence that such insurance remains in force and premiums have been paid since the beginning of the Consulting Services and throughout the performance of the Contract. |
| * + - 1. Professional staff and subconsultants | |
| 1. Key Professional staff | |
|  | Annex III describes the positions, assigned functions and minimum qualifications of each of the members of the Consultant's key professional staff, as well as the estimated time during which they will render their services, in full and for each product or deliverable. |
|  | The Consultant may adjust the estimated time of the Key Professional Staff indicated in Annex III by written notification to the Contracting Party, considering that (i) such adjustments do not modify the originally estimated period of the hiring of any Specialist by more than 10% or one week, whichever is higher; and (ii) that the total of such adjustments does not exceed the maximum limit of the total payments to be made under this Contract as set forth in sub-clause 39.2 of the GCC. |
|  | If it is necessary to undertake additional work not falling within the scope of the Consultancy Services specified in Annex I, the estimated recruitment periods of the Key Specialists may be extended by written agreement between the Contracting Party and the Consultant. In such a case, if the payments under this extension exceed the maximum amounts set forth in clause 39.2 of the GCC, the Parties shall enter into an amendment to the Contract, considering the provisions of clause GCC 47. |
| 1. Coordinading Specialist | |
|  | For the development of the consultancy, a specialist coordinator of the assignment is designated whose name and address is specified in **the PCC,** who will be in charge of the technical dialogue of the consulting services with the Contracting Party and who will have the support of the group of specialists that form the key professional staff offered by the Consultant. |
| 1. Replacement of Key Specialists | |
|  | The replacement of any Key Specialist during the performance of the Contract may only be deemed based on the Consultant's written request and the Contracting Party's agreement and due to circumstances beyond the Consultant's reasonable control, including, but not limited to, the physical incapacity or death of such Specialist. In such case, the Consultant shall immediately provide as a replacement, to a person of equivalent or better qualifications and experience and for the same remuneration rate. |
|  | In this case, the costs of replacing Key Specialists during the term of the Contract will be borne by the Consultant. |
| 1. Additional Key Professional staff approval | |
|  | If additional Key Specialists are required during the performance of the Contract to carry out the Consulting Services, the Consultant shall request it in writing and submit to the Contracting Parrty for examination and approval a copy of his/her resume (CV). If the Contracting Party does not express an objection in writing within the period indicated in **the PCC** from the date of receipt of such CV, the Contracting Party shall be deemed to have accepted the inclusion of the additional Specialists.  The fee to be paid to these new Specialists will be based on the fees of the positions of other Key Specialists who require similar qualifications and experience. |
| 1. Subcontracting and subconsultants | |
|  | The Consultant may subcontract part of the Consultancy Services to sub-consultants or specialists previously approved in writing by the Contracting Party and indicated in Annex III.  The consent of the Contracting Party will not be required when the appointment of the sub-consultant for the provision of part of the Services is included in the Proposal of the Consultant, if any, as incorporated in the Contract, or is otherwise provided for in any of the documents constituting the Contract.  However, with the approval of sub-consultants or specialists, the Consultant shall retain full responsibility for the Consulting Services covered by the Contract. |
|  | The Consultant will employ and provide the specialists and sub-consultants with the experience and professional quality required for the functions they perform as part of the Consulting Services. |
|  | The replacement of any subcontracted specialist or subconsultant during the performance of the Contract may only be considered on the basis of the consultant's written request and the Contracting Party's agreement, in accordance with clause GCC 29. |
|  | All subcontracts must comply with the provisions of clause 2 of the GCC. |
| 1. Removal of Specialists or Subconsutants | |
|  | If the Contracting Party becomes aware that any of the Specialists or the Sub-Consultant has committed a serious offence or has been accused of having committed a crime, or if it determines that the Consultant's Specialist or Sub-Consultant has been involved in prohibited practices during the provision of the Consulting Services, at the written request of the Contracting Party, the Consultant shall submit a replacement. |
|  | In the event that the Contracting Party observes that any of the Key Specialists, other specialists of the Consultant or any of the sub-consultants is incompetent or unable to fulfill the duties assigned, the Contracting Party may request the Consultant to present a replacement, provided that the facts for which the replacement is requested are supported by objective reasons, duly supported and related to the fulfillment of the professional qualities that are required of said personnel. |
|  | The Consultant shall have the period indicated in **the PCC** to submit to the approval of the Contracting Party the proposal for the replacement of the Specialists or Subconsultants removed by the causes defined in sub-clauses 32.1 and 32.2. In any event, the replacement shall possess the qualifications and experience equal to and/or superior to the removed Specialist or Sub-consultant and the remuneration to be paid by any of the Specialists provided as a replacement shall not exceed the remuneration that would have been paid to the replaced or removed Specialists. |
|  | The Consultant shall bear any costs that result from or are incidental to the removal and/or replacement of the Specialists or Subconsultants, including travel and other incidental expenses. |
| * + - 1. Obligations of the Contracting Party | |
| 1. Project Manager | |
|  | The Contracting Party designates the person indicated in **the PCC** as Project Manager, who will be responsible for the coordination with the Consultant for the activities contemplated in this Contract, the acceptance and approval by the Contracting Party of the reports or other elements to be provided by the Consultant and the receipt and approval of invoices for the management of payments. |
| 1. Consultant Assistance | |
|  | **The PCC** indicate the assistance that the Contracting Party will provide to the Consultant in matters of permits and formalities in the country of the Contracting Party applicable to the performance of the Consultancy Services covered by the Contract.  Unless otherwise specified in **the PCC**, the Contracting Party shall make every effort to:   1. Assist the Consultant in obtaining work permits and other documents necessary to provide the Services. 2. To assist the Consultant in obtaining promptly for the Experts and, if applicable, for the dependants who meet the relevant requirements, entry and exit visas, residence permits, currency exchange authorizations and other documents required for their stay in the country of the Contracting Party while providing the Contract Services. 3. Facilitate the prompt customs clearance of all goods required to provide the Services and of the personal effects of experts and their dependants who meet the relevant requirements. 4. Provide government officials, agents and representatives with all necessary or relevant information and instructions for the prompt and effective delivery of the Services. 5. To assist the Consultant, the Experts and any Sub-Consultant employed by the Consultant for the purpose of providing the Services to obtain exemption from any requirement to register or obtain a permit to exercise their profession or to establish themselves independently or as a corporate entity in the country of the Contracting Party, in accordance with the Applicable Legislation. 6. To assist, in accordance with applicable law, the Consultant, any Sub-Consultant and the Experts of any of them in obtaining the privilege of entering into the country of the Contracting Party reasonable sums of foreign currency for the purposes of the provision of the Services or for the personal use of the Experts, as well as to withdraw from that country any sums that the Experts may have accrued there for the provision of the Services. 7. Provide the Consultant with any other assistance indicated in **the PCC.** |
| 1. Access to the Project sites | |
|  | When required by the provision of the Consulting Services, the Contracting Party shall provide the Consultant with free and free access to the project sites and shall indicate the security measures that, where appropriate, are necessary to limit the risk of damage that the aforementioned access may cause to the site or to any property located there. The Contracting Party shall be liable for any damages that such access may cause to the site or to any property located there, and shall hold harmless the Consultant and all Experts from liability for such damages, unless such damages are caused by the intentional breach of obligations or by negligence of the Consultant, a Sub-Consultant or the Experts of any of them. |
| 1. Services, facilities, and goods of the Contracting Party to be provided to the Consultant | |
|  | The Contracting Party shall provide the Consultant for the purposes of the Consultancy Services free of charge with the services, facilities and goods indicated in Annex I (Agreed Terms of Reference) at the time, under the conditions and in the manner specified in that Annex. |
|  | In the event that such services, facilities and goods are not made available to the Consultant as and when specified in Annex I, the Parties shall agree to (i) an extension of the time limit to be granted to the Consultant to provide the Consultancy Services; (ii) the manner in which the Consultant is to obtain such services, facilities and goods from other sources, and (iii) if applicable, any additional payments that are accordingly to be made to the Consultant in accordance with regulation 39.3 of these GCC. |
| 1. Counterpart personnel | |
|  | Only if so, indicated in Annex I, the Contracting Party shall appoint and make available free of charge to the Consultant professional and supporting staff of the Counterpart for its participation in the execution of the Consulting Services, at the time and in the manner stipulated in that Annex. The professional and support staff of the Counterpart, with the exception of the Contracting Party’s Project Manager, will work under the exclusive direction of the Consultant. |
|  | If the Contracting Party fails to provide the Consultant with the Counterpart staff at the time and in a manner set forth in Annex I, the Contracting Party and the Consultant shall agree (i) on how the affected portion of the Consulting Services will be performed, and (ii) if applicable, any additional payments that the Contracting Party shall accordingly make to the Consultant in accordance with GCC Clause 39.3. |
|  | In the event that any member of the counterpart's staff does not satisfactorily comply with the work entrusted by the Consultant, provided that it is in accordance with the position held by said member, the Consultant may request the replacement of said member indicating the reasons for doing so. In such a case, the Contracting Party shall take such measures as it deems appropriate in response to such a request. |
| 1. Obligation to pay | |
|  | For the provision of the Consultancy Services as contractually agreed, the Contracting Party shall pay the Consultant the remuneration as provided for in Section E (Payments to the Consultant) of these GCC. |
| * + - 1. Payments to the Consultant | |
| 1. Maximum amount | |
|  | An estimate of the cost of consultancy services is presented in Annex IV (Remuneration) and Annex V (Reimbursable costs). |
|  | The amount to be paid under this Contract shall not exceed the maximum amount in foreign currency and in local currency set forth in **the PCC**. |
|  | For payments more than the maximum amounts indicated in clause 39.2 above, the Parties shall enter into an amendment to the Contract by reference to the provision of this Agreement relating to such modification, in accordance with the provisions of clause GCC 47. |
| 1. Remuneration and reimbursables expenses | |
|  | The Contracting Party shall pay the Consultant (i) remuneration to be determined from the time actually spent by each Specialist in providing the Consultancy Services after the date of commencement of the Consultancy Services or such date as the Parties agree in writing, and (ii) the reimbursable expenses actually and reasonably incurred by the Consultant during the provision of the Consultancy Services. |
|  | All payments shall be made using the rates set out in Annexes IV and V. |
|  | Remuneration rates will remain fixed for the term of the Contract. |
|  | The remuneration rates shall cover: (i) salaries and per diems that the Consultant has agreed to pay to the Specialists, as well as items for social security contributions and administrative expenses (bonuses and other means of profit distribution shall not be accepted as administrative expenses); (ii) the cost of support provided by basic staff not included in the list of Specialists in Annex III; iii) the Consultant's fees, and (iv) any other aspect not included **in the PCC**. |
| 1. Working hours, overtime and leave | |
|  | The working hours and holidays that the Specialists will have are indicated in Annex III. In order to take into account travel time to and from the country of the Contracting Party, Specialists providing the Consultancy Services within the country of the Contracting Party shall be deemed to have commenced or terminated their duties in connection with those Consulting Services on the number of days before their arrival in or after their departure from the country, as set out in Annex III. |
|  | Specialists shall not be entitled to overtime or paid sick or vacation leave, except as provided in Annex III, and the Consultant's remuneration shall be deemed to cover these ítems. |
|  | Any permission or leave by the Key Specialists shall be subject to prior approval by the Consultant who shall ensure that the absence for leave will not delay progress or have an impact on the proper supervision of the Consulting Services. |
| 1. Payment currency(ies) | |
|  | Any payment under this Agreement shall be made in the currency(s) indicated in **the PCC**. |
| 1. Taxes and duties | |
|  | The Consultant, Sub-Consultants and Experts are responsible for fulfilling all tax obligations arising out of the Contract, unless otherwise stated in **the PCC.** |
|  | If, after the date of this Contract, there are changes in the Law Applicable to this Contract, in relation to the taxes and duties that give rise to the increase or reduction of the expenses incurred by the Consultant in the provision of the Services, by agreement between the Parties, the remuneration and reimbursable expenses payable to the Consultant under this Contract shall be increased or decreased, as appropriate, and adjustments will be made to the maximum amounts stipulated in clause 39 of these GCC. |
| 1. Advance payment and advance guarantee | |
|  | If so, provided in the PCC, the Contracting Party shall grant the Consultant an advance payment, against a bank guarantee acceptable to the Contracting Party in an amount (or sums) and in the currency (or currencies) and in the manner indicated in **the PCC.** |
|  | The advance guarantee shall be (i) valid until the advance payment is fully discounted and (ii) shall be presented on the form attached in Annex VI. The Contracting Party shall deduct advances in equal instalments from payments corresponding to the number of months of consultancy services specified in the PCC until the final amount of the advance in question is reached. |
| 1. Detailed invoices – Billing and payment method | |
|  | As soon as possible and no later than fifteen (15) days after the end of each time interval if indicated in **the PCC**, the Consultant shall submit to the Contracting Party the detailed invoice accompanied by the supporting evidence and documents supporting the amounts payable in the month being invoiced. Separate invoices must be submitted for amounts payable in national currency and in foreign currency. Each invoice must differentiate between remuneration payments and reimbursable expenses. |
|  | The Contracting Party shall process and pay each invoice within sixty (60) days of receipt of the itemized invoices and supporting documents for the corresponding payment. Payment may only be withheld from portions of an invoice that are not satisfactorily supported. In the event of any discrepancy between the actual payment and the expenses that the Consultant was authorized to make, the Contracting Party may make the adjustment for the difference in any subsequent payment. |
|  | ***Final payment.*** The final payment provided for in this clause shall be made only after the Consultant submits the final report and invoice, identified as such, and these are approved and considered satisfactory by the Contracting Party. All Services shall be deemed to have been completed and definitively accepted by the Contracting Party and the final report and invoice shall be deemed to have been approved and considered satisfactory by the Contracting Party ninety (90) days after the Contracting Party has received the final report and invoice, unless within that period the Contracting Party sends the Consultant a written notice specifying in detail the deficiencies found by the Contracting Party in the Services, in the final report or in the final invoice. In that case, the Consultant shall promptly make the necessary corrections, after which the above-mentioned procedure shall be repeated. Within thirty (30) days of receipt of notice thereof, the Consultant shall reimburse the Contracting Party for any amount paid, or ordered to be paid pursuant to this clause, in excess of the amounts to be paid in accordance with the provisions of this Contract. The Contracting Party shall make such a request for reimbursement within twelve (12) calendar months following receipt of the report and final invoice approved in accordance with the foregoing. |
| 1. Interest on late payments | |
|  | If the Contracting Party has delayed payments beyond fifteen (15) days after the due date indicated in clause 45.2 of the GCC, interest shall be paid to the Consultant on any amount due and unpaid on such due date for each day of arrears, at the annual rate indicated in **the PCC**. |
| * + - 1. Variations, modifications, suspension de payments and early termination of the Contract | |
| 1. Modifications or Variations | |
|  | The terms and conditions of this Contract including the scope of the Consulting Services may only be modified or modified by written agreement between the Parties. However, each Party shall give due consideration to any modification or change proposed by the other Party. |
| 1. Suspension de payments | |
|  | The Contracting Party may suspend all payments under this Contract by written notice of suspension to the Consultant if the Consultant fails to comply with any of its obligations hereunder. In such notification, the Contracting Party shall (i) specify the nature of the breach and (ii) request the Consultant to remedy such non-compliance within thirty (30) calendar days of receipt of such notice. |
| 1. Early Termination | |
|  | Termination for breach of the Consultant  Without prejudice to any other remedy for failure to comply with the obligations under the Contract, the Contracting Paty may, by written notice of default sent to the Consultant not less than the days specified in **the PCC**, terminate the Contract if the Consultant:   1. It does not confirm the availability of the Key Specialists and does not start the execution of the Services on the date foreseen in the GCC 20.2 sub-clause. 2. do not perform the Consulting Services in accordance with agreed upon times, requirements, specifications and conditions or fail to correct a breach of its obligations as set forth in a notice of suspension pursuant to Clause GCC 48. 3. Fails to comply with any final decision reached as a result of an arbitration proceeding pursuant to sub-clause GCC 9.5. |
|  | Termination by insolvency  The Contracting Party may, by written communication to the Consultant not less than the days specified in **the PCC**, terminate the Contract if the Consultant (or any member of the JV, if the Consultant is a JV) is declared by a competent authority in bankruptcy, suspension of payments, bankruptcy, or liquidation or in any similar situation affecting its assets. |
|  | Termination for Prohibited Practices  The Contracting Party may, by written notice fourteen (14) days in advance, unilaterally terminate the Contract if in its opinion it considers that the Consultant has engaged in prohibited practices, as defined in clause GCC 2, during the competition for the contract or the performance thereof. |
|  | Termination for reasons of fortuitous or force majeure  The Contracting Party or the Consultant may terminate the Contract early by written notice not less than thirty (30) days in advance, when it occurs and proves that the Consultant, as a result of an event of un fortuitous event or force majeure, is unable to provide a significant part of the Services for a period not less than sixty (60) days. |
|  | Termination for the convenience of the Contracting Party  The Contracting Party may, in its sole discretion and for any reason, terminate this Contract early by providing at least sixty (60) days' written notice to the Consultant. |
|  | Early termination of the Contract by the Consultant  The Consultant may terminate this Conctract in advance by written notice to the Contracting Party not less than thirty (30) days in advance, in the event that any of the following events occur:   1. if the Contracting Party fails to pay an amount owed to the Consultant under this Contract within forty-five (45) days of receipt of written notice from the Consultant with respect to the arrears of payment and such sum is not disputed under clause 9 of these GCC, 2. if the Contracting Party fails to comply with any final decision reached as a result of an arbitration resolution process in accordance with sub-clauses GCC 9.5 3. if the Contracting Party incurs a material breach of its obligations under this Contract and fails to remedy it within forty-five (45) days (or such longer period than the Consultant may have subsequently agreed to in writing) following receipt of the Consultant's notice specifying such violation. |
| 1. Termination of consulting services upon early termination | |
|  | Immediately upon notification of early termination by either Party to the other in accordance with GCC Clause 49, the Consultant shall take all necessary steps to close the Consulting Services in a prompt and orderly manner and shall make every effort to keep expenses for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials delivered by the Contracting Party, the Consultant shall proceed as stipulated, respectively, by Clauses GCC 24. |
| 1. Payments upon termination | |
|  | Upon early termination of the Contract, the Contracting Party shall make the following payments to the Consultant:   1. Remuneration for Consultancy Services rendered to satisfaction before the effective date of termination and reimbursable expenses for expenses actually incurred prior to the date of termination in accordance with clause 40 of these GCC; and 2. In the event of termination pursuant to sub-clauses 49.4 and 49.5, reimbursement of any reasonable costs incidental to the prompt and orderly termination of this Contract including, if any, the cost of the Specialists' return travel to their country of residence. |
| * + - 1. Termination of rights and obligations generated by the contract | |
| 1. Termination of rights and obligations | |
|  | Upon termination of the Contract in accordance with clause 21 or terminated early in accordance with clause 49, all rights and obligations of the Parties shall terminate except:   1. Any rights and obligations that may have been incurred prior to the date of termination or expiration, 2. The obligation of confidentiality set out in clause GCC 12, 3. The consultant's obligation to permit inspection, copying and auditing of his accounts and records as set out in clause CGC 15, and 4. Any rights that a party may have under applicable law. |

**Particular Conditions of Contract**

**Particular Conditions of Contract**

The following Particular Conditions of the Contract (PCC) will supplement and/or vary the General Conditions of the Contract (GCC). In the event of a conflict, the provisions set forth herein shall prevail over those of the GCC.

*(The Contracting Party**shall**select**the**appropriate**wording**using**the**examples**given**or**other**wording**acceptable**to**the**Bank**and**remove**the**red**and**italic**text)*

| **Ref. to GCC** | **Particular Conditions of Contract** |
| --- | --- |
| 1. GENERAL PROVISIONS | |
| **1.1 (f)** | The Contracting Party, executing agency is: *(indicate the name of the executing agency or contracting entity)* |
| **1.1 (s)** | The Borrower/Beneficiary is: *(indicate name*) |
| **4.1** | El official language is:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **5.1** | The responsible Associate designated by the JV to act as its representative for the purposes of the contract is *(name of the common representative of the JV, who has the authority to enter into obligations and receive instructions for and on behalf of each and every member of the JV)*  *DELTE IN CASE THE SELECTED CONSULTANT IS NOT A JV* |
| **6.1** | *(When, where appropriate, external sources of financing have established regulations on the origin of subconsultants to be incorporated into the operations and these have been accepted by the Bank, the following paragraphs should be inserted****. If not, delete them.)***  Subconsultants must come from the following countries: *(indicate the countries established in the regulations of external sources)*  *(Unless otherwise specified by external source regulations)* A person's country of origin is considered to be the country where he/she has citizenship and when a company is the country where it is incorporated. |
| **7.2** | The Contracting Party’s address for the receipt of notifications shall be:  Attention: *(indicate the full name of the person, if applicable)*  Physical address: *(indicate full address, including floor number, or office number if applicable).*  City: *(indicate name of the city)*  Zip code: *(place zip code)*  Country: *(indicate)*  Telephone: *(indicate number including country and city code)*  Email address*: (indicate)*  The Consultant’s address for the receipt of notifications shall be:  Attention: *(indicate the full name of the person, if applicable)*  Physical address: *(indicate full address, including floor number, or office number if applicable).*  City: *(indicate name of the city)*  Zip code: *(place zip code)*  Country: *(indicate)*  Telephone: *(indicate number including country and city code)*  Email address*: (indicate)* |
| **8.1** | The applicable law governing the Contract is the law of *(indicate the name of the Contracting Party's country.)* |
| **9.3** | The out-of-court dispute resolution process to which disputes that may arise between the Parties in connection with the performance of the contract may be subject shall be as follows: (*The process should be clearly described here and, if it has a cost, who will be responsible for covering it)* |
| **9.5** | The period within which the parties shall resolve the dispute or dispute before informing the other party of intentions to commence arbitration proceedings shall be (*indicate number of days)* days from the date of notification of the dispute by either Party.  The rules of procedure for arbitration proceedings shall be:   1. ***(For contracts with consultants from the country of the Contracting Party insert the following standard sub-clause)***   Any dispute arising between the parties in connection with the Contract shall be submitted to arbitration in accordance with the laws of the Country of the Contracting Party or submitted to judicial process if the parties deem it appropriate.   1. ***(In the case of contracts with foreign consultants, the regulations governing the procedures may include: (Select only one of them)*** 2. *the Arbitration Rules of 1976 of the United Nations Commission on International Trade Law (UNCITRAL),* 3. *the Arbitration Rules of the International Chamber of Commerce (ICC),* 4. *the Rules of the London Court of International Arbitration (LCIA) or* 5. *the Rules of Procedure of the Arbitration Institute of the Stockholm Chamber of Commerce (CCE)* 6. ***If the Contracting Party selects the UNCITRAL Arbitration Rules, it must insert the following type sub-clause:***   Any dispute, controversy or claim arising out of or relating to this Agreement, or for breach, termination, or termination thereof, shall be resolved by arbitration in accordance with the then-current UNCITRAL Arbitration Rules.   1. ***If the Contracting Party selects the ICC Arbitration Rules, it shall insert the following standard sub-clause:***   All disputes arising out of or relating to this agreement shall be finally resolved in accordance with the Arbitration Rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with those Rules.   1. ***If the Contracting Party selects the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, it shall insert the following standard sub-clause:***   Any dispute, controversy or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof, shall be finally resolved by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.   1. ***If the Contracting Party selects the Rules of the London Court of International Arbitration (LCIA) it must insert the following standard clause:***   Any dispute arising out of or relating to this agreement, including any matter relating to its existence, validity, or termination, shall be submitted to and finally resolved by arbitration in accordance with the LCIA Arbitration Rules, which are deemed to be incorporated by reference into this clause. |
| **11.1** | The authorized representative of the Contracting Party for the purposes of the performance of the Contract is: *(indicate the name of the person authorized as the representative of the Contracting Party)*  The authorized representative of the Consultant for the purposes of the execution of the Contract is: *(indicate the name of the person authorized as the representative of the Consultant*) |
| **12.1** | Indicate the information considered strictly confidential:  DELETE IF THERE IS NO INFORMATION CONSIDERED CONFIDENTIAL |
| **12.5** | *If the period during which the confidentiality provisions by the consultant will remain is longer than 2 years, include the following:*  The period during which the confidentiality provisions by the consultant will remain will be (indicate term not less than 2 years)  *DELETE IF THERE IS NO TIME LIMIT OTHER THAN THAT INDICATED IN THE GCC* |
| **13.3 (d)** | The activities that are considered to be in conflict of interest during the execution of the Contract are: (*indicate activities)* |
| **13.4** | The activities prohibited for the Consultant and the subconsultants considered as a conflict of interest after the termination of the contract are: *(Indicate activities and temporality where appropriate)*  (*If no limitations are imposed due to conflict of interest on the future activities of the Consultant and the sub-consultants indicate DOES NOT APPLY)* |
| **15.2** | The minimum period during which the Consultant and his sub-consultants must keep the records and documents related to the Contract will be (*indicate number of years).*  *To establish this deadline, it must be considered that the documentation related to the procurement processes in all their stages must be complete and available for CABEI supervision until one (1) year after the acceptance or final receipt of each stage or, where appropriate, the date of completion of the project execution.)* |
| 1. SCOPE OF CONSULTANCY SERVICES AND OBLIGATIONS OF THE CONSULTANT | |
| **17.1** | Scope of Consulting Services: *(general description of the consulting services to be provided by the Consultant)* |
| **18.1** | *There are no additional provisions.*  *OR*  *The following limitation of the Consultant's liability to the Contracting Party may be subject to contract negotiations:*  *Limitation of the Liability of the Consultant to the Contracting Party:*   1. *Except in the case of gross negligence or wilful misconduct of the Consultant or any person or company acting on its behalf in the provision of the Services, the Consultant shall not be liable to the Contracting Party:* 2. *for indirect or incidental loss or damage;* 3. *for direct loss or damage the cost of which is (indicate a multiplier, for example: one, two, three) times greater than the total value of the Contract.* 4. *This limitation of liability:* 5. *it will not affect the liability of the Consultant, if any, for damages that the Consultant or any person or company acting on its behalf causes to third parties during the provision of the Services;* 6. *shall not be construed as establishing in favour of the Consultant a limitation or exclusion of liability which is prohibited in (indicate the "Applicable Law" if it is the law of the country of the Contracting Party or the "Law Applicable in the Country of the Contracting Party" if the Applicable Law referred to in clause 8(1) of the GCC is different from the law of the country of the Contracting Party].*   *(Notes to the Contracting Party and the Consultant: Suggestions made by the Consultant in its Proposal to introduce exclusions/limitations of its liability under the Contract shall be carefully reviewed by the Contracting Party and discussed with the Bank before the Contracting Party accepts any changes to what is included in the Request for Proposals. In this regard, the Parties should be aware of the Bank's policy on this matter, which provides as follows:*  *In order to be acceptable to the Bank, any limitation on the Consultant's liability must be at least logically related to a) the damage that the Consultant could cause to the Contracting Party, and b) the Consultant's ability to pay compensation from its own funds and the amount of insurance compensation that he can reasonably obtain. The limit of the Consultant's liability shall not be less than the multiplier of the total payments to the Consultants under the Contract for remuneration and reimbursable expenses.*  *The Bank will not accept any statement that the Consultant's liability is limited solely to re-providing the Services when the Services have been deficient. In addition, the Liability of the Consultant shall never be limited in cases of loss or damage caused by gross negligence or wilful misconduct. The Bank shall not accept any provision stating that the Contracting Party shall exempt the Consultant from any liability against the claims of third parties, except, of course, where the claim is based on loss or damage caused by the breach or wrongful act of the Contracting Party to the extent permitted by the Applicable Law in the country of the latter).* |
| **19.1** | The place(s) where the Consulting Services will be provided is(are): (*indicate full address of the place(s) of provision of the consulting services)* |
| **20.1** | *Note: If no effective conditions are specified, type "N/A"*  *or*  *list the conditions of entry into force of the Contract; for example: that the Contract [loan/credit/donation] is approved by the Bank and that it is in force, that the Consultant receives an advance, and that the Contracting Party receives an advance guarantee (when applicable), etc.*  **The conditions for entry into force are as follows:** [type "N/A" or list the conditions] |
| **20.2** | The Consultant shall confirm the availability of the Principal Specialists and commence the provision of the Consulting Services no later than (*indicate number of days, e.g. 10 days)* days from the entry into force of the Contract. |
| **20.3** | **Termination of the Contract for failure to enter into force:**  The term will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(enter the time period, for example: four months).* |
| **21.1** | The term of the Contract will end at the end of *(indicate term in days or months)* of the date of entry into force. |
| **24.1** | *(Note: If applicable, indicate exceptions to the proprietary rights provision, otherwise indicate "No exceptions to this provision apply")* |
| **24.2** | *(If there will be no restriction on the future use of these documents by either Party, this PCC Clause 26.2 should be deleted. If the Parties wish to restrict such use, any of the following options or other option as the Parties may agree may be used:*  (The Consultant will not use these *(please indicate the applicable documents and software)* for purposes other than this Contract without the prior written approval of the Contracting Party). or  (The Contracting Party shall not use *(indicate the relevant documents and software)* for purposes unrelated to this Contract without the prior written approval of the Consultant)  or  (Neither Party may use these *(please indicate applicable documents and software)* for purposes unrelated to this Contract without the prior written approval of the other Party.) |
| **26.1** | The insurances that the Consultant must contract are:   1. Professional liability insurance, with a minimum coverage of (*indicate the amount and currency, which may not be less than the amount of the Contract Price);*   *(From the following, delete what is not applicable)*   1. Third-party motor vehicle insurance with respect to motor vehicles that the Consultant or its Subconsultants, Specialists operate in the country of the Contracting Party *(insert the amount and currency, indicate "in accordance with the Applicable Law in the country of the Contracting Party");* 2. Civil Liability insurance, with a minimum coverage of *(insert the amount and currency, indicate "in accordance with the Applicable Law in the country of the Contracting Party");* 3. Employer and occupational accident insurance with respect to Specialists and Subconsultants in accordance with the relevant provisions of the Applicable Law in the country of the Contracting Party, as well as with respect to such Specialists, life, health, accident, travel or other insurance as appropriate; and 4. Insurance against loss or damage to (i) equipment purchased in whole or in part with resources provided under this Contract, (ii) property of the Consultant used in the provision of the Consulting Services and (iii) documents that are prepared by the Consultant in the provision of the Consulting Services. |
| 1. PROFESSIONAL STAFF AND SUBCONSULTANTS | |
| **28.1** | The Coordinating Specialist appointed by the Consultant is *(indicate name and e-mail address).* |
| **30.1** | The deadline for objecting to a proposal for new Key Consultant Specialists is (*indicate number of days)* days. |
| **32.3** | The deadline for submitting for the approval of the Contracting Party the proposal for the replacement of the Key Specialists or Subconsultants is *(indicate number of days).* |
| 1. OBLIGATIONS OF THE CONTRACTING PARTY | |
| **33.1** | The Project Manager appointed by the Contracting Party is is *(indicate name, position held in the executing entity and e-mail address).* |
| **34.1** | *Please indicate any changes or additions to this clause of the GCC. If there are none, delete this clause.)* |
| 1. PAYMENTS TO THE CONSULTANT | |
| **39.2** | The maximum amount for payments in national currency is: (*indicate amount in number and letter)*  The maximum amount for payments in foreign currency is: *(indicate amount in number and letter for each of the currencies in which payments are expected)* |
| **40.4 (iv)** | Additional aspect covered by the fee: *(Indicate additional aspects included in the rate)* |
| **42.1** | The currency(ies) of payment shall be: *(indicate currencies in which the contract price will be paid)* |
| **43.1** | The Consultant *(indicate "will" or "will not be")* subject to national taxes on expenses and amounts payable under the contract.  The Consultant *(indicate "will" or "will not be")* subject to payments for benefits or social security under the contract. |
| **44.1** | *(Indicate "Will Be Granted" or "Will Not Be Granted")* an advance payment for the Consulting Services.  (*In case of setting up advance payment add the following paragraphs, otherwise omit it*).  The advance will be for a maximum amount of *(indicate the percentage*) percent of the Contract Price, prior to the presentation by the Consultant of an advance guarantee for 100% (one hundred percent) of the amount granted, valid until the full amortization or refund of the advance paid.  The guarantee shall be provided by: *(indicate the conditions of the content for the bank guarantee,* *bond* *or other type of financial instrument of easy execution, issued by financial institutions or insurers, acceptable to the Contracting Party)*.  Appendix 2 – Guarantee forms – defines forms with the minimum content that the advance guarantee must present. |
| **44.2** | The advance will be amortized by withholding *(indicate amount in equal portions)* of each payment made to the Consultant. |
| **45.1** | The deadline for submitting invoices will be within *(indicate number of days, not more than 15 days)* after the end of each calendar month.  (*The form and terms of payment to be established shall be adapted in accordance with the provisions of the law of the country of the Contracting Party and other relevant regulations applicable to the Contracting Party for the management and* execution *of payments, considering what has been defined in the competition documents. Here should also describe the requirements for the acceptance of invoices and other documents that are required to make the payment, the rules and exchange rate usable in case of currency conversion, etc.)* |
| **46.1** | The interest rate to be applied is *(insert percentage)* % |
| 1. VARIATIONS, MODIFICATIONS, SUSPENSION OF PAYMENTS AND EARLY TERMINATION OF CONTRACT | |
| **49.1** | The deadline for notification of early termination for non-compliance is (*indicate number of days)* |
| **49.2** | The deadline for notice of early termination due to insolvency is (*indicate number of days)*. |

**Annexes to the Contract**

ANNEX I: Agreed Terms of Reference

*(This Annex should include the agreed Terms of Reference (TDR) developed by the Contracting Party and the Consultant during the negotiations, considering any adjustments made to the original ToRs arising from the Consultant's proposal and the joint analysis of the Consultant's comments and suggestions on the ToR, counterpart personnel and facilities to be provided by the Contracting Party, among others.)*

*(It is recommended that they include at least the following items:*

1. **Background**
2. *Title of the project for which consultancy services are required.*
3. *Description of the project*
4. *Briefly describe the basics of the project/background and the objectives of the project.*
5. *Briefly describe the context of the services required within the project.*
6. *Emphasize the relevance/purpose of the work that is required and how it relates to the context of the project.*
7. **Objectives of the Work**

*(List general and specific objectives)*

1. **Scope of Consulting Services, Tasks (Components) and Deliverables**
2. *(Include detailed description or summary and attach a detailed description at the end).*
3. *(Indicate whether further work is expected to be required)*
4. *(Indicate, where appropriate, whether training is a specific component of the job)*
5. **Place where consultancy services will be provided**.

*(Identify the place/location for the provision of services during the term of the contract, including all possible locations for required fieldwork or travel.)*

*(Indicate whether the Consultant's Specialists should report periodically to an Office of the Contracting Party or be present at a particular Office of the Contracting Party during the work, or perform the work from their headquarters, even if intermittent.)*

1. **Counterpart personnel, services, facilities, and goods provided by the Contracting Party.**
2. Services, facilities and goods that the Contracting Party will make available to the Consultant.

*(List/specify/ or type "none")*

1. Professional and support staff of the counterpart assigned by the Contracting Party to the Consultant's team

*(List/specify/ or type "none")*

1. Documentation or information to be provided by the Contracting Party.

*(Indicate the documents, plans, maps, software, or any other information that will be provided as background or in support of consulting services)*

ANNEX II: Integrity Provisions

1. **Counterparties and their Associates:**

All natural or legal persons who participate or provide services in projects or operations, whether in their capacity as bidders, borrowers, sub-providers, executing agencies, coordinators, supervisors, contractors, subcontractors, consultants, suppliers, beneficiaries of donations (and all their employees, representatives and agents), as well as any other type of similar relationship, hereinafter referred to as Counterparties and their Associates, shall refrain from performing any act or action that is framed or may be classified as a Prohibited Practice as established in paragraph B of this Appendix.

1. **Prohibited Practices:**

CABEI has established a Reporting Channel as the mechanism for reporting and investigating irregularities, as well as the commission of any Prohibited Practice, in the use of CABEI funds or funds administered by CABEI.

For the purposes of this contract, prohibited practices are understood as the following:

1. **Fraudulent Practice**: Any fact or omission, including misrepresentation of facts and circumstances, that deliberately or negligently misleads or attempts to deceive any party for financial or other gain, own or from a third party or to evade an obligation in favor of another party.
2. **Corruptive Practice**: It consists of offering, giving, receiving, or requesting, directly or indirectly, something of value to unduly influence the actions of another party.
3. **Coercive Practice**: Consists of harming or causing harm; or threaten to harm or cause harm, directly or indirectly, to any party or its property in order to unduly influence the actions of a party.
4. **Collusive Practice**: Agreement made between two or more parties with the intent to achieve an improper purpose or unduly influence the actions of another party.
5. **Obstructive Practice**: Consists of: (a) deliberately destroying, falsifying, altering or concealing material evidence for an investigation, or making false statements in investigations, in order to prevent an investigation into allegations of corrupt, fraudulent, coercive or collusive practices; and/or threatening, harassing or intimidating either party to prevent them from disclosing their knowledge of issues relevant to the investigation, or to prevent the investigation from proceeding; or (b) intentionally take action to physically impede CABEI's exercise of contractual rights to audit and access to information.
6. **Declarations and Obligations of Counterparties:**

The Counterparty(s) will transfer to its Related Parties (sub-agents, executing agencies, coordinators, supervisors, contractors, subcontractors, consultants, suppliers, offerors, beneficiaries of donations and similar) the following statements and must expressly establish them in the contractual documentation that governs the relationship between the Counterparty(s) and its Related Parties. The foregoing shall apply to operations financed with CABEI resources or administered by CABEI, in order to prevent them from incurring in the commission of Prohibited Practices, obliging both the Counterparty and its Related Parties to comply with the actions and decisions that CABEI deems relevant, in case of verifying the existence of any of the Prohibited Practices described in paragraph (B) of this Appendix.

Individual Statements of Counterparties

The Counterparties declare that:

1. They know CABEI's Reporting Channel, as a mechanism to report and investigate irregularities or the commission of any Prohibited Practice in the use of CABEI funds or funds administered by it.
2. Keep all documents and records related to activities financed by CABEI for a period of ten (10) years, counted from the end of this contract.
3. As of the date of this contract have not been committed in their own way or through related (employees, representatives, and agents) or any other type of analogous relationship, Prohibited Practices.
4. All the information presented is truthful and therefore has not misrepresented or concealed any fact during the processes of eligibility, selection, negotiation, bidding and execution of this contract.
5. Neither they, nor their directors, their staff, contractors, consultants, and project supervisors (i) are disqualified or declared by an entity as ineligible to obtain resources or award contracts financed by any other entity, or (ii) have been found guilty of crimes related to Prohibited Practices by the competent authority.
6. None of its directors and officers has been a director, officer, or shareholder of an entity (i) that is disqualified or declared ineligible by any other entity, (ii) or has been found guilty of an offence related to Prohibited Practices by the competent authority.

Obligations of Counterparties

The following are obligations of the Counterparties:

1. Not to engage in any Prohibited Practice in CABEI's programs, projects or operations financed with CABEI's own funds or funds administered by CABEI.
2. Report during the process of selection, negotiation, and execution of the contract, through the Reporting Channel, any irregularity or the commission of any Prohibited Practice related to the projects financed by CABEI or with the funds administered by it.
3. Reimburse, at CABEI's request, the expenses or costs related to the activities and investigations carried out in connection with the commission of Prohibited Practices. All expenses or costs referred to above must be duly documented, being obliged to reimburse them at the request of CABEI within a period not exceeding ninety (90) calendar days from the receipt of the notification of collection.
4. Grant unrestricted access to CABEI or its duly authorized representatives to visit or inspect the offices or physical facilities, used in connection with projects financed with CABEI's own funds or administered by it. Likewise, they will allow and facilitate the conduct of interviews with their shareholders, directors, executives or employees of any status or salary relationship. In the same way, they will allow access to the physical and digital files related to said projects or operations and must provide all the collaboration and assistance that is necessary, in order to properly execute the planned activities, at the discretion of CABEI.
5. Respond within a reasonable period of time to inquiries related to any inquiry, inspection, audit or investigation coming from CABEI or any appropriately appointed investigator, agent, auditor, or consultant, whether by written, virtual or verbal means, without any restriction.
6. Attend and observe any recommendation, requirement or request issued by CABEI or any person duly designated by it, related to any of the aspects related to the operations financed by CABEI, their execution and operability.

The Statements and Obligations made by the Counterparties contained in this paragraph C are true and will remain in force from the date of signature of this contract until the date on which the amounts owed under it are paid in full.

1. **Audit and Investigation Process:**

Prior to determining the existence of irregularities or the commission of a Prohibited Practice, CABEI will reserve the right to execute the audit and investigation procedures that assist it, being able to issue an administrative notification derived from the analyses, evidence, evidence, results of the investigations and any other available element that is related to the fact or Prohibited Practice.

1. **Recommendations:**

When the existence of irregularities or the commission of a Prohibited Practice is determined, CABEI will issue the actions and recommendations listed below, without being limiting, these being of observance and mandatory compliance. The foregoing, without prejudice to CABEI having the power to report the corresponding case to the competent local authorities:

1. Issuance of a written reprimand.
2. Adoption of measures to mitigate the risks identified.
3. Suspension of disbursements.
4. Disobligation of resources.
5. Request the advance payment of resources.
6. Cancel the business or contractual relationship.
7. Suspension of procurement processes or procedures.
8. Request for additional warranties.
9. Execution of bonds or guarantees.
10. Any other applicable course of action under this agreement.

1. **List** **of Prohibited Counterparties:**

CABEI may include counterparties and their related parties in the List of Prohibited Counterparties, which it has instituted for this purpose. The temporary or permanent disqualification from said List of Prohibited Counterparties will be determined on a case-by-case basis by CABEI.

CABEI will give counterparties and their associates the opportunity to present their defense arguments, through the conduct of an administrative procedure. This includes, but is not limited to, CABEI's right to share or make public the contents of that list.

This Appendix forms an integral part of this agreement, and the Counterparty accepts each of the provisions set forth herein.

ANNEX III: Reporting Requirements

**Report/deliverable requirements and delivery schedule**

*(At a minimum, please indicate the following:*

* *language, format, periodicity and content of reports;*
* *number of copies and/or delivery requirements in electronic means.*
* *delivery dates;*
* *persons (please indicate names, positions, delivery address) who receive them; etc.*

*If no reports will be delivered, indicate, "Not applicable")*

*(If the Consulting Services consist of or include the supervision of civil works, an indication such as the following should be added: "The taking of any action under a civil works contract that designates the Consultant as Works Manager under such civil works contract requires the written approval of the Contracting Party as "Employer.")*

ANNEX IV: Key Professional Staff of the Consultant and Subconsultants

(Positions, assigned functions, minimum qualifications and estimated time of work)

**Key specialists and assignment of roles**

*(To this table will be attached the curriculum vitae (CV) signed by each of the key specialists listed)*

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name** | **Profession/Specialty** | **Position to be performed** |
| 1 |  |  | Project Coordinator |
| 2 |  |  |  |
| 3 |  |  |  |
| … |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| “n” |  |  |  |

*(In this Annex, also specify the working hours of the Key Specialists, travel time to/from the country of the Contracting Party; the right, if any, to paid leave; public holidays in the country of the Contracting Party that may affect the work of the Consultant, etc.)*

**Estimated time of work of the Consultant’s key professional staff by product/deliverable**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Name[[2]](#footnote-2)** | **Estimated time of work of Key Specialists for each deliverable**  **(person/month)[[3]](#footnote-3)** | | | | | | | | **Total time**  **(month)** | | |
| **Position** | **Place of work[[4]](#footnote-4)** | **Total estimated time** | **Estimated time per product/deliverable** | | | | | **Headquarters** | **Field** | **Total** |
| **1** | **2** | **3** | **...** | **“n”** |
| **KEY PERSONNEL** | | | |  |  |  |  |  |  |  |  |  |
| 1 |  | Project Coordinator | (HQ) |  |  |  |  |  |  |  |  |  |
| (Field) |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| “n” |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | **Subtotal** | |  |  |  |
|  |  |  |  |  |  |  |  | **Total** | |  |  |  |

**Intended Subconsultants.**

*(Insert a table based on the Consultant's Technical Proposal and finalized at the time of contract negotiations. Attach the Resumes (CVs) of the sub-consultants (updated and signed by the representatives of the respective sub-consultants) demonstrating the qualifications and experience of those sub-consultants.)*

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of the**  **Subconsultant** | **Sections or work to be subcontracted** | **Subconsultant’s physical address, telephone and email address** | **Percentage to be subcontracted** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

ANNEX V: Remuneration costs and reimbursable expenses

* + - 1. **Specialists Fees:**

*(Remuneration rates consist of salary or a basic commission, social charges, administrative expenses, profit and any bonuses or per diems paid for work outside headquarters or base office. Social charges, administrative expenses and profit are expressed as a percentage of salary or basic commission. The remuneration cost table must conform to the rates indicated by the Consultant in its proposal, or any changes agreed upon in the negotiations.) (Insert the table with the remuneration rates. The table may be based on the one illustrated below. If the rates are in different currencies, use one box per currency.)*

**Remuneration Rate table**

***Remuneration rates per specialist*** *(Per day/ per month (indicate only one) \**

*(Expressed in* ***(****indicate curency****\*\*)****)*

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Specialist | | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Name | Position | Base rate per month/  day | Social  Charges | Administrative  Expenses | Subtotal | Profit | Perdiem outside the HQ | Fix rate per month/day |
| Headquarter (HQ) | |  |  |  |  |  |  |  |
| *1* |  |  |  |  |  |  |  |  |
| *2* |  |  |  |  |  |  |  |  |
| *“n”* |  |  |  |  |  |  |  |  |
| Outside the HQ | |  |  |  |  |  |  |  |
| *1* |  |  |  |  |  |  |  |  |
| *2* |  |  |  |  |  |  |  |  |
| *“n”* |  |  |  |  |  |  |  |  |

*\* One (1) month equals 22 business days (billable). A working day (billable) may not be less than eight (8) business hours (billable).*

*.*

**Reimbursable Expenses –costs estimate**

*(The cost estimate of reimbursable expenses should be based on the Consultant's proposal, considering that all reimbursable costs will be reimbursed at cost. Insert in this section the rules for reimbursable expenses and a table with the rates. An example might be as follows:)*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Type of expenditure*** | ***Unit*** | ***Unit Cost*** | ***Estimated quantity*** | ***Total*** |
| *Perdiem* |  |  |  |  |
| **Airfare** |  |  |  |  |
| *Transportation to /from airport* |  |  |  |  |
| *Communication costs* |  |  |  |  |
| *Reports Reproduction* |  |  |  |  |
| *Fuel* |  |  |  |  |
| *Car rental* |  |  |  |  |
| *……* |  |  |  |  |
| ***Total estimated cost*** | | | |  |

ANNEX VI: Guarantee Forms

This Annex to the Conditions of the Contract contains model forms that, once completed, will form part of the Contract. They must be completed only by the Consultant, when required, after the award of the Contract.

*The forms included in this Annex are indicative containing the conditions for the issuance of guarantees. The Borrower/Beneficiary may include in this Annex forms of other means intended to provide collateral such as another type of easily executing financial instrument, issued by financial institutions or insurers acceptable to the Borrower/Beneficiary and to the Bank and in accordance with local law provided that the conditions of these forms are maintained. For the forms indicated by the Borrower/Beneficiary, it is important to consider Article 3 of the Uniform Rules of the International Chamber of Commerce (ICC) relating to guarantees on first demand, which provides: "All instructions for the issuance of Warranties and their amendments and the Guarantees and Amendments themselves must be clear and precise, without excessive detail. Thus, all guarantees must specify:*

1. *the Payer;*
2. *the Beneficiary;*
3. *the Guarantor;*
4. *the basic transaction caused by the issuance of the Guarantee;*
5. *the maximum amount payable and the currency of payment;*
6. *the expiration date and/or the event that entials the expiration of the Guarantee;*
7. *the terms of the request for payment;*
8. *any provision to reduce the amount of the guarantee.*

**Advance Payment Bond Form**

**At first request**

*(The selected Consultant must provide this guarantee in accordance with the instructions indicated in square brackets, if the Contracting Party requests this type of guarantee)*

**Beneficiary:** *(indicate the name and address of the Contracting Party)*

**Date**: *(enter the date of issue)*

**ADVANCE GUARANTEE No**: (*enter the reference number of the security)*

**Guarantor:** (*indicate the name and address of the place of issue, unless it appears on the letterhead)*

Security granted before *(indicate name of the Contracting Party)* "The Contracting Party" to guarantee by the Consultant: (*name of the Consultant)* the due and correct application or refund of the total or partial amount, if any, of the advance granted up to the amount of *(indicate the amount of the advance in number and letter, in the different currencies in which it is granted)* which is equivalent to *(indicate percentage)* of the amount agreed by means of a consulting service of which this guarantee derives.

This percentage will be applied precisely in the terms described in Clause 49.2 of the contract number *(indicate reference number of the Contract),* called *(indicate name of the contract)* of date *(indicate date of conclusion of the Contract*) relating to: *(insert the object of the contract as specified in the contract itself)* with a total amount of *(indicate price of the Contract in number and letter expressed in the different currencies of the proposal)*.

The Guarantor states:

1. The guarantee is granted in accordance with all the stipulations contained in the contract, to guarantee the due investment of the total amount of the advance that (*name of the Contracting Party)* grants to (*name of the Consultant)* and undertakes to pay up to the amount that amounts this deposit, in case it does not comply with the obligations that are guaranteed or the contract is terminated.
2. The bond is issued irrevocably and will be payable in favor of "The Contracting Party" upon receipt of the first written request of the Contracting Party, without "The Contracting Party" having to support his request.
3. In the case of granting extensions or waits to the Consultant derived from the formalization of agreements of extension to the amount must obtain the modification of the policy and in the case of extension of the period established for the completion or execution of the service or there is a wait, its validity will be automatically extended in accordance with said extension or wait , even if they have been requested and authorised out of time.
4. When the settlement results in balances borne by the Consultant and it made the full payment unconditionally, the Contracting Party must release the respective bond as long as it is appropriate in the terms stipulated herein.
5. In order to cancel the security, the express written authorisation of *(insert name of the Contracting Party)* shall be an essential requirement, which shall be given when the amount of the advance has been repaid or repaid in full.
6. This bond shall be in force during the conduct of all legal remedies or lawsuits that are filed and until a final decision is issued by the arbitrator or competent authority.
7. Any proceedings under this security must be commenced within one year of the date of issue of the certificate of completion of the services.
8. No person or company of the Contracting Party referred to herein or his heirs, executors, administrators, successors, and assignees may have or exercise any right under this bond.

In witness whereof, the Consultant has signed and stamped its seal on this document, and the Guarantor has stamped its institutional seal on this document, duly attested by the signature of his legal representative, on the *(indicate the number)* days of (*indicate the month)* of (*indicate the year).*

Signed by *(indicate the signature(s) of the authorized representative(s))*

On behalf of *(name of Consultant)* as *(indicate position)*

In the presence of *(indicate the name and signature of the witness)*

Date *(enter date)*

Signed by *(indicate the signature(s) of the Authorized Representative(s) of the Guarantor)*

On behalf of *(name of the Guarantor)* as *(indicate the position)*

In the presence of (*indicate the name and signature of the witness*)

Date *(enter date)*

**Advance Payment Bank Guarantee**

Guarantee at first request.

*(****The bank / Selected Consultant*** *who presents this guarantee will complete this form in accordance with the instructions indicated in brackets if an advance payment will be made under the contract)*

*Guarantor's SWIFT letterhead or Identification Code)*

*(Indicate the Name of the Bank, and the address of the branch or office issuing the guarantee)*

**Beneficiary:** *(indicate name and address of the Contracting Party)*

**Procurement No**.: *(indicate reference number of the Request for Proposals or the selection process)*

**Date:** *(indicate the date of issue)*

**Guarantor:** *(indicate the name and address of the place of issue, unless indicated on the letterhead)*

ADVANCE GUARANTEE No.: *(indicate the reference number of the Guarantee)*

We have been informed that *(please indicate the full name of the Consultant)* (hereinafter "The Consultant"), (in the case of a JV will be the name of this association if it is legally constituted or to be constituted, or the names of its members) has entered with you into Contract No. (*indicate the reference number of the contract)* called *(indicate the name of the contract, if any*) date *(indicate date)*, for the execution of *(indicate the name of the contract and a brief description of the service)* (hereinafter "the Contract").

Likewise, we understand that, in accordance with the conditions of the Contract, the Consultant will be given an advance against a guarantee for payment of advance for the sum or sums indicated below.

At the Consultant's request, we (*indicate the name of the Bank*) hereby irrevocably undertake to pay you a sum or sums, not exceeding in total *(indicate the sum(s) in figures and in words)[[5]](#footnote-5)* against receipt of your first written request, declaring that the Consultant is in breach of its obligations under the Contract , because (i) the Consultant has used the advance payment for purposes other than those stipulated for the execution of the services; or (ii) has not reimbursed the advance under the terms of the Contract.

As a condition of filing any claim and making this guarantee effective, the aforementioned payment mentioned above must have been received by the Consultant in its account number *(indicate number)* in the (*indicate the name and address of the bank).*

The maximum amount of this guarantee will be progressively reduced as the amount of the advance is reimbursed by the Consultant as indicated on copies of periodic payment statements or payment certificates submitted to us. This guarantee will expire, at the latest, upon receipt in our institution of a copy of the Interim Payment Certificate indicating that one hundred (100) percent of the Contract Price has been certified for payment, or on the *(indicate number)* day of *(indicate the month)* of *(indicate the year),* whichever comes first. Therefore, any demand for payment under this warranty must be received at this office on or before this date.

We agree to a single extension of this guarantee for a period not exceeding (six months or one year), in response to a written request from the Consultant for such extension, which will be submitted to us prior to the expiration of the guarantee. This guarantee is subject to the ICC Uniform Rules for Demand Guarantees, ICC Publication No. 758.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature(s) of the bank's authorized representative)

ANNEX VII: Other Forms

Notification of Intention to Award

*(This Notice of Intent to Award will be sent to each consultant whose financial proposal has been opened. Send this notice to the Consultant's Authorized Representative)*

At the attention of the Consultant's Representative

Name: *(insert name of the Representative of the consultant)*

Address: *(indicate the address of the Authorized Representative)*

Phone Numbers: *(insert the Phone/Fax Numbers of the Authorized Representative)*

E-mail address: (*insert e-mail address of the Authorized Representative)*

*(IMPORTANT: Insert the date on which this Notice is transmitted to the consultants. The Notice must be sent to all consultants simultaneously. This means on the same date and as close as possible at the same time.)*

**DATE OF TRANSMISSION**: This notification is sent by: (*email)* on *(date)* *(local time)*

**Notification of Intention to Award**

**Contracting Party:** *(insert Contracting Party's name)*

**Project:** *(insert project name)*

**Contract title:** (*indicate the name of the contract)*

**Country:** *(insert the country where the procurement is made)*

**Loan number / credit number / donation number:** *(indicate the reference number of the loan/credit/grant)*

**Procurement No:** *(insert procurement reference number)*

This Notice of Intent to Award (the Notice) notifies you of our decision to award the above contract. The transmission of this Notice begins the period for filing protests. During this period, you may submit a nonconformity about the procurement in relation to the decision to award the contract.

**The result of the process is:**

1. **The sucessful consultant**

|  |  |
| --- | --- |
| **Name** | (*Indicate the name of the selected consultant)* |
| **Address:** | (*Indicate the address of the selected consultant*) |
| **Contract Price:** | (*Indicate the Price of the selected proposal*) |

1. **Consultants Short-listed**

| **Name of the Consultant** | **Submitted proposal** | **Technical score** | **Evaluated price.**  **(if applicable)** | **Combined score** |
| --- | --- | --- | --- | --- |
| (Add *name*) | *(Yes / No)* | (Write the technical score) | (*Write the evaluated price*) |  |
| (Add *name*) | *(Yes / No)* | (Write the technical score) | (*Write the evaluated price*) |  |
| (Add *name*) | *(Yes / No)* | (Write the technical score) | (*Write the evaluated price*) |  |
| (Add *name*) | *(Yes / No)* | (Write the technical score) | (*Write the evaluated price*) |  |
| (Add *name*) | *(Yes / No)* | (Write the technical score) | (*Write the evaluated price*) |  |

**3. Reason why the proposal was unsuccessful.**

|  |
| --- |
| Indicate the reason why this consultant's proposal was not successful. DO NOT include: (a) a point-by-point comparison with another Consultant's Proposal or (b) information that the Consultant indicates as confidential in its Proposal.) |

**5. How to file a protest**

|  |
| --- |
| Instructions for filing a protest against the reported results are set out in ITC 34.3 |

**6. Deadline for submitting protests or complaints**

With this Notification of Intention to Award, you are notified of our decision to award the above-mentioned contract, with this transmission begins the period during which you can submit protests to the notified result, in accordance with the provisions of sub-clause ITC **34.1.**

The deadline for submitting protests ends at: *(Indicate deadline*)

If you have any questions about this Notice, please do not hesitate to contact us.

On behalf of the Contracting Party:

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title/position:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Letterhead of the Contracting Party)

. . . . . . . (date). . . . . . . . .

To:........ .. (name and address of the consulting firm) . ..

**Letter of Acceptance**

Subject:........ .. (Notification of Award of Contract No.) . . . . . . . . . .

We hereby notify you that your proposal dated (*date of receipt of proposals)* for the execution of *(name and identification number of the process, in accordance with the content of paragraph 2.1 of the CD)* for the accepted amount of *(amount in figures and in words and currency),* with any corrections and modifications that have been made in accordance with the Instructions to Consultants, has been accepted by our representative.

We request you to submit:

1. Documentation in accordance with paragraph 37.1 of the CD.

Authorized signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name and title of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contracting Party’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attached: Contract Form**

**STANDARD CONTRACT FORM**

**CONSULTING SERVICE CONTRACT**

**Lump Sum**

**Preface**

1. The standard model contract consists of four parts: the model contract itself to be signed by the Contracting Parrty and the Consultant, the General Conditions of Contract (GCC) (including Annex 1, "Fraud and corruption"), the Particular Conditions of the Contract (PCC) and the Annexes.
2. The General Conditions of Contract (GCC), including Annex 1, "Fraud and Corruption", may not be amended. The Particular Conditions of the Contract (PCC), which contain specific clauses, have the function of complementing — but not replacing or contradicting — the General Conditions.

**CONSULTING SERVICE CONTRACT**

**Lump Sum**

Name of the Operation: (Indicate name of the financing operation)

Number of the Operation: (Indicate number of the financing operation)

Name of the Consulting Service: *(Indicate the name)*

Contract No: *(Indicate the number)*

Between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Name of the Contracting Party)*

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Name of the Consultant)*

**Contract Model**

**Contract for the Provision of Consulting Services**

**Lump Sum**

*(This format contains the minimum requirements and provisions that the contract must include.)*

**This Contract for the Provision of Consultancy Services** is entered into *(indicate the place*) on (*indicate the date)* between *(indicate the full name of the Contracting Party*), hereinafter the **Contracting Party**, represented by *(indicate the name and appointment of the authorized representative)* and *(indicate the full name of the consultant),* hereinafter **the Consultant**, represented by *(indicate the full name of the legal representative of the consultant*). Both hereinafter and jointly refered as the **Parties**.

DECLARES THE CONTRACTING PARTY:

1. (*Indicate the legal requirements, which, according to national law, must be based on an administrative contract. Among others, legal description of the entity, address, data of the documents that grant power of representation to its representative)*
2. That after the completion of an award procedure in respect of the consultancy services consisting of (*briefly describe the consultancy services object of the contract)* has accepted the proposal of the **Consultant** for the execution of these services, for the sum that is payable in accordance with the provisions of the Contract (hereinafter the "Contract Price").

DECLARES THE CONSULTANT:

1. *(Indicate the legal requirements, which, according to national law, must be based on an administrative contract. Among others, legal description of the entity, address, data of the documents that grant power of representation to its representative)*
2. That it has accepted the award in respect of the consultancy services consisting of (*briefly describe the consultancy services covered by the contract)* and that the remuneration provided for in the Contract corresponds to its proposal for such Consultancy Services.

THE PARTIES AGREE AS FOLLOWS:

1. **Interpretation**
2. In this Contract the words and expressions shall have the same meaning as assigned to them in the respective terms of the Contract to which they relate.
3. In addition to the provisions of subsection 1, the interpretation of the Contract shall be governed by the provisions of the General Conditions of the Contract.
4. **Priority of contractual documents**
5. The following documents constitute the Contract between the Contracting Party and the Consultant, and shall be read and interpreted as an integral part of the Contract:
6. This Contract.
7. The Particular Conditions of the Contract.
8. The General Conditions of the Contract.
9. The Annexes to the Contract
10. Annex I – Agreed Terms of Reference
11. Annex II – Integrity Provisions
12. Annex III - Reporting/Deliverable Requirements and Delivery Schedule
13. Annex IV - Key Professional Staff of the Consultant and Sub-Consultants
14. Annex V- Breakdown of the contract price
15. Annex VI - Guarantee forms
16. Annex VII - Other forms
17. The Consultant's Proposal
18. The Letter of Acceptance issued by the Contracting Party.
19. *(Add here any other documents that would form part of the contract)*
20. This Contract shall prevail over all other contractual documents. In the event of any discrepancy or inconsistency between the contract documents, the documents shall prevail in the order set forth above.
21. Subject to the established order of priority, all documents that form an integral part of the Contract are correlative, complementary and mutually explanatory. The contract should be read as a whole in a comprehensive manner.
22. **Obligations of the Consultant and the Contracting Party**
23. By reason of the payments that the Contracting Party will make to the Consultant in accordance with the provisions of this Contract, the Consultant undertakes to provide the consulting services for the Contracting Party in accordance in all respects with the provisions of the Contract.
24. The Contracting Party undertakes to pay the Consultant in return for the provision of consultancy services the sums payable in accordance with the provisions of the Contract within the period and in the manner prescribed therein.
25. The Parties agree to act in good faith as to the rights of the other Party under this Contract and to take all reasonable steps to ensure compliance with the objectives of this Contract.

Aware of its content and scope, the Parties subscribe to this Contract in accordance with the applicable legislation defined in the General Conditions of the Contract on the day, month and year indicated above.

|  |  |
| --- | --- |
| For and on behalf of the **Contracting Party**  *(Indicate name and title or other designation of the Contracting Party’s representative)* | For and on behalf of the **Consultant**  *(Indicate name of the authorized representative of the Consultant)* |
| Signature | Signature |

*(In the case of a JV, all members must sign or only the principal, in which case the power of attorney authorizing him to sign on behalf of all other members must be attached.)*

By and on behalf of each member of the Consultant (insert the name of the JV)

*(Name of the main member) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(Authorized Representative acting on behalf of the JV) (Add spaces for each member's signatures if they all sign)*

**General Conditions of Contract**

**TABLE OF CONTENTS**

[A. General Provisions 136](#_Toc77535094)

[1. Definitions 136](#_Toc77535095)

[2. Integrity Provisions 137](#_Toc77535096)

[3. Interpretation 137](#_Toc77535097)

[4. Language 138](#_Toc77535098)

[5. Joint Venture, Consortium or Association (JV) 138](#_Toc77535099)

[6. Origin of subconsultants 138](#_Toc77535100)

[7. Notifications and Communications between the Parties 138](#_Toc77535101)

[8. Applicable Law 138](#_Toc77535102)

[9. Dispute resolution 139](#_Toc77535103)

[10. Job Independence 139](#_Toc77535104)

[11. Authorized Representatives 139](#_Toc77535105)

[12. Confidentiality 140](#_Toc77535106)

[13. Conflict of Interest 140](#_Toc77535107)

[14. Fortuitous event of force majeure 141](#_Toc77535108)

[15. Bank inspections and audits 142](#_Toc77535109)

[16. Cession 142](#_Toc77535110)

[B. Scope of the Consulting Services and Consultant Obligations 142](#_Toc77535111)

[17. Scope of the Consulting Services 142](#_Toc77535112)

[18. Consultant’s Responsability and Performance standard 143](#_Toc77535113)

[19. Place of provision of the consulting services 143](#_Toc77535114)

[20. Entry into force of the contract and commencement of the provision of the consulting services 143](#_Toc77535115)

[21. Termination of contract 143](#_Toc77535116)

[22. Reporting Obligations 143](#_Toc77535117)

[23. Provisions on intellectual property and compensation for infringement of intellectual property rights 143](#_Toc77535118)

[24. Contracting Party’s proprietary rights in reports and records prepared during the Contract 144](#_Toc77535119)

[25. Safety and risks 144](#_Toc77535120)

[26. Insurance 145](#_Toc77535121)

[C. Professional staff and subconsultants 145](#_Toc77535122)

[27. Key Professional staff 145](#_Toc77535123)

[28. Coordinading Specialist 145](#_Toc77535124)

[29. Replacement of Key Specialists 145](#_Toc77535125)

[30. Subcontracting and subconsultants 145](#_Toc77535126)

[31. Removal of Specialists or Subconsutants 146](#_Toc77535127)

[D. Obligations of the Contracting Party 146](#_Toc77535128)

[32. Project Manager 146](#_Toc77535129)

[33. Consultant Assistance 146](#_Toc77535130)

[34. Access to the Project sites 147](#_Toc77535131)

[35. Services, facilities, and goods of the Contracting Party to be provided to the Consultant 147](#_Toc77535132)

[36. Counterpart personnel 147](#_Toc77535133)

[37. Obligation to pay 147](#_Toc77535134)

[E. Payments to the Consultant 147](#_Toc77535135)

[38. Contract Price 147](#_Toc77535136)

[39. Payment currency(ies) 148](#_Toc77535137)

[40. Taxes and duties 148](#_Toc77535138)

[41. Billing and payment method 148](#_Toc77535139)

[42. Interest on late payments 149](#_Toc77535140)

[F. Variations, modifications, suspension de payments and early termination of the Contract 149](#_Toc77535141)

[43. Modifications or Variations 149](#_Toc77535142)

[44. Suspension de payments 149](#_Toc77535143)

[45. Early Termination 149](#_Toc77535144)

[46. Termination of consulting services upon early termination 150](#_Toc77535145)

[47. Payments upon termination 151](#_Toc77535146)

[G. Termination of rights and obligations generated by the contract 151](#_Toc77535147)

[48. Termination of rights and obligations 151](#_Toc77535148)

[Annex I: Agreed Terms of Reference 161](#_Toc77535149)

[Annex II: Integrity Provisions 163](#_Toc77535150)

[Annex III: Report/Deliverables requirements and Delivery Schedule 167](#_Toc77535151)

[Annex IV: Key Professional Staff of the Consultant and Subconsultants 168](#_Toc77535152)

[Annex V: Breakdown of the Contract Price 170](#_Toc77535153)

[Annex VI: Guarantee Forms 172](#_Toc77535154)

**General Conditions of Contract**

***(This section includes the general clauses to be included in all contracts for the provision of lump sum consultancy services. The text of this subparagraph should not be modified.)***

The Contract, the following General Conditions of the Contract (GCC), together with the Particular Conditions of the Contract (PCC) and other documents listed in the contract, constitute a complete document that establishes the rights and obligations of the Parties

| **General Conditions of Contract** | |
| --- | --- |
| * + 1. General Provisions | |
| * + 1. Definitions | |
| 1.1 | In the Conditions of the Contract that include these General Conditions and the Particular Conditions - the subsequent words and expressions will have the following meanings: |
|  | 1. **Applicable Law/Legislation**. It is understood the Laws and other instruments having the force of law as specified in clause 8 of the GCC, which are issued and entered into force in a timely manner. |
|  | 1. **Associate**: refers to each of the member members of a Joint Venture, in case the Consultant is a JV. |
|  | 1. **Bank**: is the Central American Bank for Economic Integration |
|  | 1. **Borrower/Beneficiary:** A public legal entity, indicated in the PCC, that has signed a contract or agreement for the financing of an operation with CABEI and that generally appoints an executing agency for its execution.. |
|  | 1. **Consultant**: it is the legal entity that is entrusted with providing its intellectual services for a consultancy, related to a subject in which it has specialized knowledge, whose proposal to execute the Contract has been accepted by the Contracting Party and is referred to as such in the Contract. |
|  | 1. **Consulting Services:** means the work to be performed by the Consultant in accordance with this Agreement, as described in Annex I (Agreed Terms of Reference). |
|  | 1. **Contract**: the legally binding written agreement signed by the Contracting Party and the Consultant, and which includes all the documents listed in the contract is understood. |
|  | 1. **Contracting Party**: it is the entity that contracts the consulting services, as indicated in the Particular Conditions of the Contract (PCC). |
|  | 1. **Days:** refers to calendar days; except when "working days" is specified. |
|  | 1. **Effective Date**: is the date on which this Contract becomes effective and takes effect in accordance with sub-clause 20.1 of the GCC. |
|  | 1. **Foreign currency**: is any currency other than that of the country of the Contracting Party. |
|  | 1. **GCC**: means the General Conditions of the Contract |
|  | 1. **Government**: It is undertood as the Government of the country of the Contracting Party. |
|  | 1. **Joint Venture**: By "Joint Venture, Consortium or Association (JV)" means an association with legal personality other than that of its members or without it, formed by more than one Consultant, in which a member has the power to carry out all commercial activities for one or all the other members of the association and on their behalf, and whose members are jointly and severally liable to the Contracting Party for the performance of the Contract. |
|  | 1. **Key Professional Personnel:** are, collectively, the Specialists or any other member of the Consultant's staff, members of the sub-consultants, or members of the JV members (if any) with skills, qualifications, knowledge, and experience essential to the provision of the Consulting Services or part thereof under the Contract. |
|  | 1. **National currency**: is the currency of the country of the Contracting Party. |
|  | 1. **Party**: means the Contracting Party or the Consultant, as required by the context. **Parties:** means the Contracting Party and the Consultant. |
|  | 1. **PCC**: means the Particular Conditions of the Contract, by means of which the GCC may be modified or supplemented, but never replaced. |
|  | 1. **Responsible associate** means the member of the JV, indicated in clause 5.1 of the PCC, to act on behalf of the JV and to exercise the rights and obligations of the Consultant to the Contracting Party arising from the Contract. |
|  | 1. **Specialists**: individual professionals are considered with essential skills, qualifications, knowledge and experience for the provision of the consulting services stipulated in the Contract and whose resume was taken into account during the technical evaluation of the Consultant's proposal. |
|  | 1. **Sub-consultant:** refers to any natural or legal person with whom the Consultant has subcontracted the partial execution of any part of the Consulting Services, while still having exclusive responsibility for the Contract. |
| 2. Integrity Provisions | |
| 2.1 | The Borrower/Beneficiary, the Contracting Party, the Consultant and all natural or legal persons participating or providing services in projects or operations financed directly or indirectly by the Bank and under any conditions, shall be subject to compliance with the provisions set out in Annex II (Integrity Provisions). |
| 2.2 | The Contracting Party requires Consultant to provide any commissions or fees that may have been paid or are to be paid to agents or any other party in connection with the competition process or performance of the Contract. The information provided must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee. Failure to comply with this requirement may result in the termination of the Contract or sanctions imposed by the Bank. |
| 3. Interpretation | |
| 3.1 | Except where the context requires otherwise:   1. words that indicate the singular also include the plural and words that indicate the plural also include the singular; 2. words indicating a gender include all genders; 3. provisions including the word “accept”, “agreed” or “agreement” require that the agreement be recorded in writing; and signed by both Parties; 4. "written" or "by written" means handwritten, typewritten, printed or produced electronically provided that it results in a continuous record. |
| 3.2 | The titles and headings used in this Contract are for reference purposes only and will not limit, alter or affect the meaning or interpretation of the Contract for any purpose. |
| 3.3 | **Entire agreement**  The Contract constitutes the entirety of what is agreed between the Contracting Party and the Consultant and supersedes all communications, negotiations, and agreements (written or oral) made between the parties prior to the date of conclusion of the Contract. |
| 3.4 | **Amendment**  No amendment or other variation to the Contract shall be valid unless made in writing, dated, expressly referred to the Contract, and signed by a duly authorized representative of each party. |
| 3.5 | **Divisibility**  If any provision or condition of the Contract is prohibited by the Contract declared illegal, void, invalid or unenforceable, in its entirety in part such prohibition, nullity, invalidity or lack of execution shall not affect the validity or performance of the other provisions or conditions of the Contract. |
| 4. Language | |
| 4.1 | The language governing the Contract and communications between the Parties shall be the official language of the Contracting Party, as detailed in the PCC. |
| 4.2 | Documents relating to the Contract and all printed documentation forming part of the Contract may be in another language provided that they are accompanied by a precise translation of the relevant contents into the official language detailed in clause 4.1 of the PCC. In case of conflicts of interpretation, the translation shall prevail. |
| 4.3 | The Consultant will be responsible for all costs involved in translating the documents (to the official language detailed in clause 4.1 of the PCC) it provides into the main language, as well as for all risks arising from possible inaccuracies in the Contract. |
| 5. Joint Venture, Consortium or Association (JV) | |
| 5.1 | If the Consultant is JV, the members authorize the member named in the PCC to exercise on its behalf all rights and perform all of Consultant's obligations to the Contracting Party under this contract, including, but not limited to, receiving instructions, and receiving payments from the Contracting Party. The composition or constitution of the JV may not be altered without the Contracting Party's prior written consent. |
| 1. Origin of subconsultants | |
|  | The Subconsultants may originate in any country, unless otherwise specified in the **PCC**. |
| 1. Notifications and Communications between the Parties | |
|  | Any notice or communication between the Parties pursuant to the Agreement shall be in writing in the language specified in clause 4.1 of the CGC.. |
|  | The physical and electronic address for the receipt of notifications between the Parties shall be that specified in the **PCC.** This address may be changed provided that the Party changing its address informs the other Party in writing of such change of address. |
|  | A notification shall be effective on the latest date between the date of delivery of the notification and the date indicated in the notification. |
| 1. Applicable Law | |
|  | The Contract shall be governed by the laws of the Contracting Party’s country and shall be construed in accordance with such laws unless otherwise stated in the **PCC**. |
|  | The Consultant shall provide the Services in accordance with the contract and the provisions of clause 8.1 of the GCC, shall take all possible measures to ensure that all its Experts and Sub-Consultants comply with the Applicable Legislation. |
|  | During the performance of the Contract, the Consultant shall comply with the laws prohibiting the importation of goods and services into the country of the Contracting Party when, pursuant to a decision of the United Nations Security Council adopted under Chapter VII of the Charter of that body, the country of the Borrower prohibits the importation of products from that country or payments to a country, or to a person or entity in that country. |
| 1. Dispute resolution | |
|  | For the purposes of this clause, any dispute over technical, financial, administrative, legal, environmental or any other nature that arises between the Consultant and the Contracting Party, including the decisions of the Parties, as a result of the performance of this contract, shall be understood as a dispute. |
|  | In the event of any dispute or claim arising out of or relating to this Contract or its breach, the Parties shall make every effort to consult and negotiate with each other and, recognizing their common interests, will try to reach a satisfactory solution to the controversy. Where appropriate, the resolution adopted on the matter shall be in writing and signed by both Parties. |
|  | If an agreement is not concluded in accordance with the sub-clause above, the controversy will be submitted to conciliation, mediation, amicable composition, or other alternative of extrajudicial resolution of conflict as indicated in **the PCC**. Where appropriate, these mechanisms will prior to arbitration. |
|  | If the parties have not been able to resolve the controversy or dispute within the time limit indicated in the **PCC** through the negotiations set out in Sub-Clause 9.2 of the GCC and the procedure set out in Sub-Clause 9.3. of the GCC, either Party may notify the other Party of its intention to commence arbitration on the matter in dispute. No arbitration may be commenced with respect to such matter unless such notice is given.  Any dispute with respect to which notice of intent to commence arbitration has been given pursuant to this Clause shall be finally resolved by arbitration.  Arbitration may be commenced before or after termination of the services. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **PCC.** |
|  | Notwithstanding any reference to arbitration or any other dispute resolution mechanism herein,   1. the Parties will continue to comply with their respective obligations under the Contract unless otherwise agreed; and 2. the Contracting Party shall pay the Consultant any money owed to it that is not part of the subject matter of the dispute. |
| 1. Job Independence | |
|  | Nothing in this Agreement may be construed to mean that there is a dependency of employment or of principal and agent between the Contracting Party and the Consultant. |
|  | The Consultant will execute the Contract with his own equipment and personnel and with technical and managerial autonomy. The responsibility of such personnel will be at the sole expense of the Consultant. Neither the Consultant nor the personnel employed and hired by the Consultant for the development of the Contract will have an employment relationship with the Contracting Party and, therefore, concepts such as fees, salaries, benefits, subsidies, affiliations, indemnities, etc., that accrue due to or on the occasion of the Consulting Services or such personnel will be assumed exclusively by the Consultant. |
| 1. Authorized Representatives | |
|  | Persons designated as authorized representatives designated **in the PCC** may take any action that the Contracting Party or the Consultant shall or may take under this Contract and may sign on their behalf any document that under this Contract shall or may be signed. |
| 1. Confidentiality | |
|  | The Parties shall maintain the strictest confidentiality with respect to all information indicated in the **PCC** as confidential to which they will have or have had access pursuant to the contract and which includes information that has been provided by one Party to the other in writing, either by electronic and/or printed means, or that information to which they have had access directly or indirectly provided by the other party in connection with the Contract before, during or after its performance.  This obligation of confidentiality extends to all subconsultants, and officials used or associated with the performance of the consulting service covered by the Contract by the Parties. |
|  | The Parties warrant that such information will be treated strictly confidentially, and the Consultant may only use it for activities or functions directly related to the provision and execution of the Consulting Services subject to the Contract, and the disclosure, reproduction or arrangement in any form of such information provided or to which it has access or knowledge under the Contract shall be prohibited. |
|  | The confidentiality provisions also apply to the recommendations made by the Consultant during the provision of the Consulting Services or to the results derived there from them. |
|  | The obligation of the Parties under Sub-clauses 12.1 and 12.3 of the above-mentioned GCC shall not apply to information that:   1. The Contracting Party or the Consultant must share with the Bank or other institutions involved in the financing of the Contract, and must indicate the confidential nature of such information. 2. Currently or in the future it is made public domain without infringement by either Party, 3. It can be found that it was in the possession of that Party at the time it was disclosed and was not previously obtained directly or indirectly from the other Party.   Or,   1. Otherwise, it was legally made available to that Party by a third party that had no obligation of confidentiality. 2. It is credited with being developed independently by the Receiving Party without the use of confidential information. 3. Requires disclosure by law or court order issued by a court with jurisdiction. |
|  | The confidentiality obligations assumed by the Parties under the provisions contained in clause 12 shall remain uninterrupted for a period of 2 years from the termination of the services or the termination of the contract (whichever comes first) unless another period is established in the **PCC.** |
| 1. Conflict of Interest | |
|  | The Consultant shall strictly avoid any conflict of interest with other assigned works or with the interests of its company and give due importance to the interests of the Contracting Party, without any consideration for any future work, and shall communicate this obligation to its sub-consultants, its Specialists, its staff and any person authorized to represent it or make decisions on its behalf. |
|  | The Consultant has an obligation to disclose any actual or potential conflict of interest situation that has an impact on its ability to serve the interests of the Contracting Party, or that can reasonably be considered to have such effect and will ensure that its Specialists and sub-consultants respond in the same manner. Failure to disclose such situations may result in termination of the Contract. |
|  | During the term of the Contract, neither the Consultant, including all its Specialists and its staff, nor its sub-consultants may:   1. Engage directly or indirectly in commercial or professional activities in the Country of the Contracting Party that are incompatible with its obligations under the Contract, 2. Hire public employees in activity or on any type of license to perform activities under this Contract, 3. The Consultant agrees that, both during the term of this Contract and after its termination, neither the Consultant nor any of its affiliates, nor any Sub-consultant or affiliate thereof, may supply goods, construct works or provide services other than those of consultancy arising from the Services of the Consultant for the preparation or execution of the project, or are directly related to them. 4. Any other activity that is specified in the **PCC**. |
|  | At the conclusion of the Contract, neither the Consultant nor his sub-consultants may carry out the activities specified in **the PCC**. |
|  | Payments to be made to the Consultant in accordance with section E of these GCC (Clauses CGC 38 to 42) constitute the consultant's sole payment in connection with this Contract, so the Consultant, nor his sub-consultants or Specialists may accept for his benefit, any commission, discount or similar payment in relation to the activities related to this Conctract, nor in the fulfillment of its obligations under it. |
|  | Likewise, if the Consultant, as part of the Services, has the responsibility to advise the Contracting Party in matters of procurement of goods, contracting of works or provision of services, it must comply with the corresponding Bank procurement regulations and exercise at all times such responsibility in favor of the interests of the Contracting Party. Any discount or commission obtained by the Consultant in the exercise of these responsibilities in the procurement shall be in the interest of the Contracting Party. |
| 1. Fortuitous event of force majeure | |
|  | For the purposes of this Contract, an event that could not have been foreseen - but, even if it had been, could not have been avoided or resisted, which is beyond the control of the Parties and which does not originate from the carelessness or negligence of any of the Parties, is understood without prejudice or force majeure. The events of force majeure or fortuitous event make it impossible or very impractical to comply with contractual obligations even if the greatest possible diligence has been acted upon and yet the unforeseeable event that makes compliance impossible has occurred.  Without limitation, such events may include governmental acts and resolutions in its sovereign capacity, wars or revolutions, hostage-taking, seizure of facilities or the project site, crisis, terrorist acts, sabotage, blockades, fires, floods, earthquakes, explosions, hurricanes, epidemics, quarantine restrictions, cargo seizures and other causes recognized as force majeure or fortuitous event. |
|  | Neither Party shall be liable to the other for reasons arising out of fortuitous circumstances or force majeure. Any cause of force majeure or fortuitous event, however in the public domain, shall be documented by the Party suffering from it and shall be notified to the other Party as soon as possible and take all reasonable precautions, with due care and appropriate alternative measures taken in order to comply as best as possible with the terms and conditions of this Contract. |
|  | The Party affected by an event of force majeure shall continue to perform its obligations under this Contract whenever possible and shall take all reasonable measures to mitigate the consequences of any event of force majeure. |
|  | The Party affected by an event of force majeure shall notify the other Party of such event as soon as possible and, in any event, no later than fourteen (14) calendar days after the event occurred, providing evidence of its nature and origin; it shall also notify in writing of the normalisation of the situation as soon as possible. |
|  | The period within which a Party is required to perform an activity or task under this Contract shall be extended for a period equal to that during which that Party was unable to perform such activity as a result of an event of force majeure. |
|  | During the period of inability to provide the Services as a result of an event of force majeure, the Consultant, with instructions from the Contracting Party, shall:   1. Withdraw, in which case the Consultant will be reimbursed for the reasonable and necessary additional costs incurred, and if required by the Contracting Party, for reactivating the services, or 2. Continue to provide the Services to the extent possible, in which case the Consultant will be remunerated in accordance with the terms of this Contract and reimbursed for any reasonable and necessary additional costs incurred. |
|  | Where there are discrepancies between the Parties as to the existence or magnitude of the force majeure event, these shall be resolved in accordance with the provisions of clause 9 of the GCC. |
| 1. Bank inspections and audits | |
|  | The Contracting Party shall allow and make all arrangements for its Subconsultants to allow the Bank and/or persons designated by the Bank to carry out supervisions in accordance with the Bank's current procedures in this regard and to review the accounts and accounting records of the Consultant and its subconsultants related to the competition process and the execution of the contract and, if required, to carry out audits through auditors appointed by the Bank. |
|  | The Consultant shall maintain all documents and records relating to the Contract in accordance with applicable law, but, in any event, for at least the period set forth in the PCC from the date of substantial performance of the Contract. |
|  | The Consultant and its subconsultants shall consider what is stated in sub-clause GCC 2.1 which provides that actions to impede the exercise of the Bank's rights to conduct audits and supervisions constitute a prohibited practice subject to termination of the contract (in addition to the determination of ineligibility, under the Bank's existing sanctions procedures). |
| 1. Cession | |
|  | The Consultant shall not assign, transfer, commit or otherwise have the Contract or any part thereof or the rights, titles or duties under this Contract. Failure to comply with this obligation shall be grounds for termination of the contract.. |
| * + 1. Scope of the Consulting Services and Consultant Obligations | |
| 1. Scope of the Consulting Services | |
|  | The Consulting Services covered by the Agreement are described in the **PCC** and will be performed as determined in Annex I (Agreed Terms of Reference). |
| 1. Consultant’s Responsability and Performance standard | |
|  | In the execution of the Contract, the Consultant shall act at all times to serve the legitimate interests of the Contracting Party and shall provide the Consulting Services with professionalism, objectivity, diligence, efficiency and economy. Subject to the additional provisions set forth in **the PCC**, if any, the Consultant's liability under this Contract shall be determined by applicable law. |
|  | The Consultant will fulfill his obligations under the Contract in accordance with the highest standards of competence and ethical and professional integrity and will be solely responsible for the result and quality of his work, which must be carried out according to the approved specifications and in accordance with the applicable law, rules and regulations using generally accepted professional practices. It shall also observe prudent management practices and employ appropriate technology, as well as effective equipment, materials and methods. |
|  | The Consultant shall take all practical steps to ensure that all of its Specialists and sub-consultants comply with the principles set out in this clause GCC 18. |
| 1. Place of provision of the consulting services | |
|  | The Consulting Services will be provided at the location(s) indicated in **the PCC.** Where it has not been possible to indicate in advance the place where a specific task is to be performed, it shall be performed at the place approved by the Contracting Party, either in the country of the Contracting Party or at another place to be agreed. |
| 1. Entry into force of the contract and commencement of the provision of the consulting services | |
|  | This Contract shall enter into force and effect from the date (the "effective date") of the notice on which the Contracting Party instructs the Consultant to commence providing the Services. Such notification shall confirm that all the conditions for the entry into force of the Contract, if any, set out in the **PCC** have been fulfilled. |
|  | From the date of entry into force and before the deadline specified in **the PCC** is met, the Consultant shall confirm that all conditions for the entry into force of the Contract, if any, indicated in **the PCC**, including the availability of the Principal Specialists, have been met and shall commence the provision of the Consulting Services |
|  | If this Contract does not enter into force within the period specified in the **PCC**, counted from the date of signature, either Party may, by written notice given to the other at least twenty-two days in advance (22), declare it null and void, in which case neither Party may make any claim to the other with respect to such decision. |
| 1. Termination of contract | |
|  | Unless terminated early in accordance with Clause 45 of this GCC, the term of the Contract shall end at the end of the period specified in the **PCC**, counted from the date of entry into force. |
| 1. Reporting Obligations | |
|  | The Consultant shall prepare and submit to the Contracting Party the reports and documents set out in Annex III (Reporting Requirements / Deliverables and Delivery Schedule), in the form, numbers and within the deadlines indicated in said Annex.. |
| 1. Provisions on intellectual property and compensation for infringement of intellectual property rights | |
|  | The copyright or any other type of intellectual property of all plans, documents and other materials containing data and information not derived from the provision of the Consulting Services and that the Consultant provides to the Contracting Party, shall remain the property of the Consultant. If this information was provided to the Contracting Party directly or through the Consultant by third parties, including material suppliers, the copyright in such materials shall remain the property of such third parties. The consultant shall provide the client without additional payment, with an unrestricted license to use and copy the plans, documents, and materials of his property, for any purpose in connection with the project. |
|  | The consultant must ensure that the intellectual property of the consultant, to the extent incorporated in the services, does not infringe intellectual property rights or any other type of rights of third parties.  In case of infringement of intellectual property rights of third parties, the Consultant undertakes to give continuity to the provision of the consulting services of this contract. |
| 1. Contracting Party’s proprietary rights in reports and records prepared during the Contract | |
|  | Unless otherwise indicated in the **PCC**, the listings under (a) and (b) shall be confidential and shall become the absolute property of the Contracting Party:   1. All transferable rights in the services provided under this Contract; and 2. All studies, reports and relevant data and documents, prepared within the framework of the Contract such as maps, diagrams, plans, databases, software created or adapted, backup records/files or material collected or prepared by the Consultant or made available to the Contracting Party.   If the transfer of rights is not possible in accordance with subsection (a) of this sub-clause GCC 24.1, the Consultant shall irrevocably grant the Contracting Party the unlimited, non-local or temporal limitation, transferable, sub-lblicable and exclusive rights of use and exploitation over the consultancy services provided.  The transfer of ownership referred to in subsection (b) of this sub-clause includes the right of the Contracting Party to modify and revise the contents. The Consultant shall ensure that the respective authors of the studies, reports or documents refrain from claiming the rights in question, releasing the Contracting Party from any responsibility in this regard. |
|  | In the event that for the development of maps, diagrams, plans, databases, drawings, specifications, designs, or documents and software are necessary or indicated license agreements between the Consultant and third parties, the Consultant shall obtain the prior written approval of the Contracting Parrty in such contracts and the Contracting Party may, at its discretion, require the recovery of expenses related to the development of the respective program(s). **The PCC** shall specify, where appropriate, other restrictions on the future use of these documents and *software*. |
|  | The Consultant shall deliver to the Contracting Parrty all the documents prepared, together with a detailed inventory of them no later than the time of the termination or early termination of this Contract. It may retain a copy of such documents, data or software, but may not use them for purposes unrelated to this Contract without the prior written approval of the Contracting Party. |
| 1. Safety and risks | |
|  | The responsibility for the safety of the Consultant, its staff and its property, as well as the property of the Contracting Party that, where appropriate, are in the custody of the Consultant, lies with the Consultant. Therefore, the Consultant must:   1. Establish and maintain an adequate security plan, considering the security situation in the country where the Consultancy Services are provided; and 2. Assume all risks and responsibilities related to its safety and the full implementation of the security plan. |
| 1. Insurance | |
|  | The Consultant will contract at its expense and for the period of validity of the Contract all the insurances that are necessary and habitual to cover its professional and personal risks, among them, at least one insurance of professional liability; and will require that all its subconsultants to do the same. The coverages, the terms and conditions of insurance are indicated in **the PCC.** At the request of the Contracting Party, the Consultant shall provide with evidence that such insurance remains in force and premiums have been paid since the beginning of the Consulting Services and throughout the performance of the Contract. |
| * + 1. Professional staff and subconsultants | |
| 1. Key Professional staff | |
|  | Annex III describes the positions, assigned functions and minimum qualifications of each of the members of the Consultant's key professional staff, as well as the estimated time during which they will render their services, in full and for each product or deliverable**.** |
| 1. Coordinading Specialist | |
|  | For the development of the consultancy, a specialist coordinator of the assignment is designated whose name and address is specified in **the PCC,** who will be in charge of the technical dialogue of the consulting services with the Contracting Party and who will have the support of the group of specialists that form the key professional staff offered by the Consultant. |
| 1. Replacement of Key Specialists | |
|  | The replacement of any Key Specialist during the performance of the Contract may only be deemed based on the Consultant's written request and the Contracting Party's agreement and due to circumstances beyond the Consultant's reasonable control, including, but not limited to, the physical incapacity or death of such Specialist. In such case, the Consultant shall immediately provide as a replacement, to a person of equivalent or better qualifications and experience. |
|  | In this case, the costs of replacing Key Specialists during the term of the Contract will be borne by the Consultant. |
| 1. Subcontracting and subconsultants | |
|  | The Consultant may subcontract part of the Consultancy Services to sub-consultants or specialists previously approved in writing by the Contracting Party and indicated in Annex III.  The consent of the Contracting Party will not be required when the appointment of the sub-consultant for the provision of part of the Services is included in the Proposal of the Consultant, if any, as incorporated in the Contract, or is otherwise provided for in any of the documents constituting the Contract.  However, with the approval of sub-consultants or specialists, the Consultant shall retain full responsibility for the Consulting Services covered by the Contract. |
|  | The Consultant will employ and provide the specialists and sub-consultants with the experience and professional quality required for the functions they perform as part of the Consulting Services. |
|  | The replacement of any subcontracted specialist or subconsultant during the performance of the Contract may only be considered on the basis of the consultant's written request and the Contracting Party's agreement, in accordance with clause GCC 31. |
|  | All subcontracts must comply with the provisions of clause 2 of the GCC. |
| 1. Removal of Specialists or Subconsutants | |
|  | If the Contracting Party becomes aware that any of the Specialists or the Sub-Consultant has committed a serious offence or has been accused of having committed a crime, or if it determines that the Consultant's Specialist or Sub-Consultant has been involved in prohibited practices during the provision of the Consulting Services, at the written request of the Contracting Party, the Consultant shall submit a replacement. |
|  | In the event that the Contracting Party observes that any of the Key Specialists, other specialists of the Consultant or any of the sub-consultants is incompetent or unable to fulfill the duties assigned, the Contracting Party may request the Consultant to present a replacement, provided that the facts for which the replacement is requested are supported by objective reasons, duly supported and related to the fulfillment of the professional qualities that are required of said personnel. |
|  | The Consultant shall have the period indicated in **the PCC** to submit to the approval of the Contracting Party the proposal for the replacement of the Specialists or Subconsultants removed by the causes defined in sub-clauses 32.1 and 32.2. In any event, the replacement shall possess the qualifications and experience equal to and/or superior to the removed Specialist or Sub-consultant. |
|  | The Consultant shall bear any costs that result from or are incidental to the removal and/or replacement of the Specialists or Subconsultants, including travel and other incidental expenses. |
| * + 1. Obligations of the Contracting Party | |
| 1. Project Manager | |
|  | The Contracting Party designates the person indicated in **the PCC** as Project Manager, who will be responsible for the coordination with the Consultant for the activities contemplated in this Contract, the acceptance and approval by the Contracting Party of the reports or other elements to be provided by the Consultant and the receipt and approval of invoices for the management of payments |
| 1. Consultant Assistance | |
|  | Unless otherwise specified in the PCC, the Contracting Party shall make every effort to:   1. Assist the Consultant in obtaining work permits and other documents necessary to provide the Services. 2. To assist the Consultant in obtaining promptly for the Experts and, if applicable, for the dependants who meet the relevant requirements, entry and exit visas, residence permits, currency exchange authorizations and other documents required for their stay in the country of the Contracting Party while providing the Contract Services. 3. Facilitate the prompt customs clearance of all goods required to provide the Services and of the personal effects of experts and their dependants who meet the relevant requirements. 4. Provide government officials, agents and representatives with all necessary or relevant information and instructions for the prompt and effective delivery of the Services. 5. To assist the Consultant, the Experts and any Sub-Consultant employed by the Consultant for the purpose of providing the Services to obtain exemption from any requirement to register or obtain a permit to exercise their profession or to establish themselves independently or as a corporate entity in the country of the Contracting Party, in accordance with the Applicable Legislation. 6. To assist, in accordance with applicable law, the Consultant, any Sub-Consultant and the Experts of any of them in obtaining the privilege of entering into the country of the Contracting Party reasonable sums of foreign currency for the purposes of the provision of the Services or for the personal use of the Experts, as well as to withdraw from that country any sums that the Experts may have accrued there for the provision of the Services. 7. Provide the Consultant with any other assistance indicated in **the PCC.** |
| 1. Access to the Project sites | |
|  | When required by the provision of the Consulting Services, the Contracting Party shall provide the Consultant with free and free access to the project sites and shall indicate the security measures that, where appropriate, are necessary to limit the risk of damage that the aforementioned access may cause to the site or to any property located there. The Contracting Party shall be liable for any damages that such access may cause to the site or to any property located there and shall hold harmless the Consultant and all Experts from liability for such damages, unless such damages are caused by the intentional breach of obligations or by negligence of the Consultant, a Sub-Consultant or the Experts of any of them. |
| 1. Services, facilities, and goods of the Contracting Party to be provided to the Consultant | |
|  | The Contracting Party shall provide the Consultant for the purposes of the Consultancy Services free of charge with the services, facilities and goods indicated in Annex I (Agreed Terms of Reference) at the time, under the conditions and in the manner specified in that Annex. |
| 1. Counterpart personnel | |
|  | Only if so, indicated in Annex I, the Contracting Party shall appoint and make available free of charge to the Consultant professional and supporting staff of the Counterpart for its participation in the execution of the Consulting Services. The professional and support staff of the Counterpart, with the exception of the Contracting Party 's Project Manager, will work under the exclusive direction of the Consultant. |
|  | In the event that any member of the counterpart's staff does not satisfactorily comply with the work entrusted by the Consultant, provided that it is in accordance with the position held by said member, the Consultant may request the replacement of said member indicating the reasons for doing so. In such a case, the Contracting Party shall take such measures as it deems appropriate in response to such a request. |
| 1. Obligation to pay | |
|  | For the provision of the Consultancy Services as contractually agreed, the Contracting Party shall pay the Consultant the remuneration as provided for in Section E of these GCC. |
| * + 1. Payments to the Consultant | |
| 1. Contract Price | |
|  | The price of the Contract is fixed and is indicated in the **PCC**. This sum has been established on the understanding that it includes all costs and profits for the Consultant, as well as any tax liability to which it may be subject. |
|  | The price of the Contract referred to in sub-clause 38.1 of the GCC may only be modified when the Parties have agreed to the revised scope of the Consultancy Services in accordance with clause 43 of the GCC and have modified that scope in writing in the Terms of Reference set out in Annex I (Agreed Terms of Reference). |
| 1. Payment currency(ies) | |
|  | Any anticipated payment for the Consulting Services provided shall be made in the currency(s) of the Contract. . |
| 1. Taxes and duties | |
|  | The Consultant, Sub-Consultants and Experts are responsible for fulfilling all tax obligations arising out of the Contract, unless otherwise stated in **the PCC.**  As an exception to the foregoing and as indicated in the **PCC**, all identifiable indirect taxes (detailed and finalized in the Contract negotiations) will be refunded to the Consultant or paid by the Contracting Party on behalf of the Consultant. |
|  | If, after the date of this Contract, there are changes in the Law Applicable to this Contract, in relation to the taxes and duties that give rise to the increase or reduction of the expenses incurred by the Consultant in the provision of the Services, by agreement between the Parties, the remuneration and reimbursable expenses payable to the Consultant under this Contract shall be increased or decreased, as appropriate, and adjustments will be made to the maximum amounts stipulated in clause 38 of these GCC. |
| 1. Billing and payment method | |
| 41.1 | The payment schedule is the one that appears in the **PCC** and payments must be made according to that schedule. Total payments made under this Contract shall not exceed the price of the Contract referred to in clause 38.1 of the GCC |
| 41.2 | The payment of the Consulting Services will be made in installments against the fulfillment of the benefits and / or the presentation and approval of the deliverables that are specified in Annex III (Requirements of Report/ Deliverables and Delivery Schedule) |
|  | 41.2.1 **Advance.** Unless otherwise indicated in the **PCC,** an advance against a bank guarantee shall be paid by advance acceptable to the Contracting Party, in the sum (or sums) and in the currency (or currencies) indicated in the **PCC**. Such guarantee (i) shall remain in effect until the advance has been fully discounted, and (ii) shall be presented on the form attached in Annex III (Reporting/Deliverable Requirements and Delivery Schedule), or on another form approved in writing by the Contracting Party. The Contracting Party shall deduct the advances in equal shares from the lump sum payments specified in the **PCC** up to the total amount of the advance in question. |
|  | 41.2.2 Payment of the fees corresponding to the lump sum.  The Contracting Party will pay the Consultant within sixty (60) days after the date on which the service is fulfilled and receives the invoice for the payment of the respective fee. Payment may be withheld if the Contracting Party is dissatisfied with the product, in which case such Party shall send comments to the Consultant within the same sixty (60) day period. The Consultant shall then make the necessary corrections without delay, after which the above procedure shall be repeated. |
|  | 41.2.3 Final payment. The final payment provided for in this clause will be made only after the Consultant submits the final report and it is approved and considered satisfactory by the Contracting Party. The Services will then be deemed to have been completed and definitively accepted by the Contracting Party. Payment of the last instalment corresponding to the lump sum shall be deemed to have been approved by the Contracting Party within ninety (90) calendar days of the date on which the Contracting Party received the final report, unless within that period the Contracting Party sends the Consultant a written notice specifying in detail any deficiencies found in the Services or in the final report. The Consultant shall then make the necessary corrections without delay, after which the above procedure shall be repeated. |
|  | 41.2.4 All payments under this Agreement shall be deposited into the Consultant's account specified in the **PCC** |
|  | 41.2.5 Except for the final payment set forth in clause 41.2.3 above, payments do not constitute acceptance of all services, nor do they relieve the Consultant of any of its obligations under this Contract |
| 1. Interest on late payments | |
|  | If the Contracting Party has delayed payments beyond fifteen (15) days after the due date indicated in clause 41.2.2 of the GCC, interest shall be paid to the Consultant on any amount due and unpaid on such due date for each day of arrears, at the annual rate indicated in **the PCC**. |
| * + 1. Variations, modifications, suspension de payments and early termination of the Contract | |
| 1. Modifications or Variations | |
|  | The terms and conditions of this Contract including the scope of the Consulting Services may only be modified or modified by written agreement between the Parties. However, each Party shall give due consideration to any modification or change proposed by the other Party. |
|  | In cases of substantial modifications or variations in accordance with the Bank's Policy, the Bank's prior no objection will be required. |
| 1. Suspension de payments | |
|  | The Contracting Party may suspend all payments under this Contract by written notice of suspension to the Consultant if the Consultant fails to comply with any of its obligations hereunder. In such notification, the Contracting Party shall (i) specify the nature of the breach and (ii) request the Consultant to remedy such non-compliance within thirty (30) calendar days of receipt of such notice. |
| 1. Early Termination | |
|  | Termination for breach of the Consultant  Without prejudice to any other remedy for failure to comply with the obligations under the Contract, the Contracting Party may, by written notification of non-compliance sent to the Consultant with a period of notice not less than thirty (30) calendar days in advance of the date of termination in the cases of the events referred to in paragraphs (a) to (d) , with at least sixty (60) calendar days in advance in the case referred to in clause e) and with at least five (5) calendar days in advance in the case referred to in clause f):   1. If the Consultant fails to remedy the breach of its obligations under this Contract, as set forth in the notice of suspension issued pursuant to clause 44 of these GCC. 2. If the Consultant (or, in the event that the Consultant was more than one entity, any of its members) becomes insolvent or is declared bankrupt, or enters into an agreement with its creditors in order to achieve relief from its debts, or avails itself of any law that benefits the debtors, or enter into liquidation or judicial administration, whether of a forced or voluntary nature. 3. Fails to comply with any final decision reached as a result of an arbitration proceeding pursuant to sub-clauses GCC 9.3 and 9.4. 4. If the Consultant, as a result of an event of force majeure, is unable to provide a significant portion of the Services for a period of not less than sixty (60) calendar days. 5. If the Contracting Party, in its sole discretion and for any reason, decides to terminate this Contract. 6. If the Consultant does not confirm the availability of the Principal Experts, as required by clause 20.2 of the GCC. |
|  | Termination by insolvency  The Contracting Party may, by written communication to the Consultant not less than the days specified in **the PCC**, terminate the Contract if the Consultant (or any member of the JV, if the Consultant is a JV) is declared by a competent authority in bankruptcy, suspension of payments, bankruptcy, or liquidation or in any similar situation affecting its assets. |
|  | Termination for Prohibited Practices  The Contracting Party may, by written notice fourteen (14) days in advance, unilaterally terminate the Contract if in its opinion it considers that the Consultant has engaged in prohibited practices, as defined in clause GCC 2, during the competition for the contract or the performance thereof. |
|  | Termination for reasons of fortuitous or force majeure  The Contracting Party or the Consultant may terminate the Contract early by written notice not less than thirty (30) days in advance, when it occurs and proves that the Consultant, as a result of an event of un fortuitous event or force majeure, is unable to provide a significant part of the Services for a period not less than sixty (60) days. |
|  | Termination for the convenience of the Contracting Party  The Contracting Party may, in its sole discretion and for any reason, terminate this Contract early by written notice to the Consultant at least fifty-six (56) days in advance, provided that the Contracting Party has no right to use this provision for the purpose of obtaining the Services from third parties, or for the purpose of performing the Services by itself. |
|  | Early termination of the Contract by the Consultant  The Consultant may terminate this Conctract in advance by written notice to the Contracting Party not less than thirty (30) days in advance, in the event that any of the following events occur:   1. if the Contracting Party fails to pay an amount owed to the Consultant under this Contract within forty-five (45) days of receipt of written notice from the Consultant with respect to the arrears of payment and such sum is not disputed under clause 9 of these GCC, 2. if the Contracting Party fails to comply with any final decision reached as a result of an arbitration resolution process in accordance with sub-clauses GCC 9.3 and 9.4. 3. if the Contracting Party incurs a material breach of its obligations under this Contract and fails to remedy it within forty-five (45) days (or such longer period than the Consultant may have subsequently agreed to in writing) following receipt of the Consultant's notice specifying such violation. 4. If the Consultant, as a result of an event of force majeure, is unable to provide a significant part of the Services for a period of not less than sixty (60) days. |
| 1. Termination of consulting services upon early termination | |
|  | Immediately upon notification of early termination by either Party to the other in accordance with GCC Clause 45, the Consultant shall take all necessary steps to close the Consulting Services in a prompt and orderly manner and shall make every effort to keep expenses for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials delivered by the Contracting Party, the Consultant shall proceed as stipulated, respectively, by Clauses GCC 24. |
| 1. Payments upon termination | |
|  | Upon early termination of the Contract, the Contracting Party shall make the following payments to the Consultant:   1. Payment for Consultancy services rendered to satisfaction prior to the effective date of termination; and 2. In the event of termination pursuant to sub-clauses 45.4 and 45.5, reimbursement of any reasonable costs incidental to the prompt and orderly termination of this Contract including, where applicable, the cost of the Specialists' return travel to their country of residence. |
| * + 1. Termination of rights and obligations generated by the contract | |
| 1. Termination of rights and obligations | |
|  | Upon termination of the Contract in accordance with clause 23 or terminated early in accordance with clause 49, all rights and obligations of the Parties shall terminate except:   1. Any rights and obligations that may have been incurred prior to the date of termination or expiration, 2. The obligation of confidentiality set out in clause GCC 12, 3. The consultant's obligation to permit inspection, copying and auditing of his accounts and records as set out in clause CGC 15, and 4. Any rights that a party may have under applicable law. |

**Particular Conditions of Contract**

The following Particular Conditions of the Contract (PCC) will supplement and/or vary the General Conditions of the Contract (GCC). In the event of a conflict, the provisions set forth herein shall prevail over those of the GCC.

*(The Contracting Party**shall**select**the**appropriate**wording**using**the**examples**given**or**other**wording**acceptable**to**the**Bank**and**remove**the**red**and**italic**text)*

| **Ref. to GCC** | **Particular Conditions of Contract** |
| --- | --- |
| * + 1. **GENERAL PROVISIONS** | |
| **1.1 (f)** | The Contracting Party, executing agency is: *(indicate the name of the executing agency or contracting entity)* |
| **1.1 (s)** | The Borrower/Beneficiary is: *(indicate name*) |
| **4.1** | El official language is:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **5.1** | The responsible Associate designated by the JV to act as its representative for the purposes of the contract is *(name of the common representative of the JV, who has the authority to enter into obligations and receive instructions for and on behalf of each and every member of the JV)*  *DELTE IN CASE THE SELECTED CONSULTANT IS NOT A JV* |
| **6.1** | *(When, where appropriate, external sources of financing have established regulations on the origin of subconsultants to be incorporated into the operations and these have been accepted by the Bank, the following paragraphs should be inserted****. If not, delete them.)***  Subconsultants must come from the following countries: *(indicate the countries established in the regulations of external sources)*  *(Unless otherwise specified by external source regulations)* A person's country of origin is considered to be the country where he/she has citizenship and when a company is the country where it is incorporated. |
| **7.2** | The Contracting Party’s address for the receipt of notifications shall be:  Attention: *(indicate the full name of the person, if applicable)*  Physical address: *(indicate full address, including floor number, or office number if applicable).*  City: *(indicate name of the city)*  Zip code: *(place zip code)*  Country: *(indicate)*  Telephone: *(indicate number including country and city code)*  Email address*: (indicate)*  The Consultant’s address for the receipt of notifications shall be:  Attention: *(indicate the full name of the person, if applicable)*  Physical address: *(indicate full address, including floor number, or office number if applicable).*  City: *(indicate name of the city)*  Zip code: *(place zip code)*  Country: *(indicate)*  Telephone: *(indicate number including country and city code)*  Email address*: (indicate)* |
| **8.1** | The applicable law governing the Contract is the law of *(indicate the name of the Contracting Party's country.)* |
| **9.3** | The out-of-court dispute resolution process to which disputes that may arise between the Parties in connection with the performance of the contract may be subject shall be as follows: (*The process should be clearly described here and, if it has a cost, who will be responsible for covering it)* |
| **9.4** | The period within which the parties shall resolve the dispute or dispute before informing the other party of intentions to commence arbitration proceedings shall be (*indicate number of days)* days from the date of notification of the dispute by either Party.  The rules of procedure for arbitration proceedings shall be:   1. ***(For contracts with consultants from the country of the Contracting Party insert the following standard sub-clause)***   Any dispute arising between the parties in connection with the Contract shall be submitted to arbitration in accordance with the laws of the Country of the Contracting Party or submitted to judicial process if the parties deem it appropriate.   1. ***(In the case of contracts with foreign consultants, the regulations governing the procedures may include: (Select only one of them)*** 2. *the Arbitration Rules of 1976 of the United Nations Commission on International Trade Law (UNCITRAL),* 3. *the Arbitration Rules of the International Chamber of Commerce (ICC),* 4. *the Rules of the London Court of International Arbitration (LCIA) or* 5. *the Rules of Procedure of the Arbitration Institute of the Stockholm Chamber of Commerce (CCE)* 6. ***If the Contracting Party selects the UNCITRAL Arbitration Rules, it must insert the following type sub-clause:***   Any dispute, controversy or claim arising out of or relating to this Agreement, or for breach, termination, or termination thereof, shall be resolved by arbitration in accordance with the then-current UNCITRAL Arbitration Rules.   1. ***If the Contracting Party selects the ICC Arbitration Rules, it shall insert the following standard sub-clause:***   All disputes arising out of or relating to this agreement shall be finally resolved in accordance with the Arbitration Rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with those Rules.   1. ***If the Contracting Party selects the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, it shall insert the following standard sub-clause:***   Any dispute, controversy or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof, shall be finally resolved by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.   1. ***If the Contracting Party selects the Rules of the London Court of International Arbitration (LCIA) it must insert the following standard clause:***   Any dispute arising out of or relating to this agreement, including any matter relating to its existence, validity, or termination, shall be submitted to and finally resolved by arbitration in accordance with the LCIA Arbitration Rules, which are deemed to be incorporated by reference into this clause. |
| **11.1** | The authorized representative of the Contracting Party for the purposes of the performance of the Contract is: *(indicate the name of the person authorized as the representative of the Contracting Party)*  The authorized representative of the Consultant for the purposes of the execution of the Contract is: *(indicate the name of the person authorized as the representative of the Consultant*) |
| **12.1** | *Indicate the information considered strictly confidential:*  *DELETE IF THERE IS NO INFORMATION CONSIDERED CONFIDENTIAL* |
| **12.5** | *If the period during which the confidentiality provisions by the consultant will remain is longer than 2 years, include the following:*  The period during which the confidentiality provisions by the consultant will remain will be (indicate term not less than 2 years)  *DELETE IF THERE IS NO TIME LIMIT OTHER THAN THAT INDICATED IN THE GCC* |
| **13.3 (d)** | The activities that are considered to be in conflict of interest during the execution of the Contract are: (*indicate activities)* |
| **13.4** | The activities prohibited for the Consultant and the subconsultants considered as a conflict of interest after the termination of the contract are: *(Indicate activities and temporality where appropriate)*  (*If no limitations are imposed due to conflict of interest on the future activities of the Consultant and the sub-consultants indicate DOES NOT APPLY)* |
| **15.2** | The minimum period during which the Consultant and his sub-consultants must keep the records and documents related to the Contract will be (*indicate number of years).*  *To establish this deadline, it must be considered that the documentation related to the procurement processes in all their stages must be complete and available for CABEI supervision until one (1) year after the acceptance or final receipt of each stage or, where appropriate, the date of completion of the project execution.)* |
| * + 1. **SCOPE OF CONSULTANCY SERVICES AND OBLIGATIONS OF THE CONSULTANT** | |
| **17.1** | Scope of Consulting Services: *(general description of the consulting services to be provided by the Consultant)* |
| **18.1** | *There are no additional provisions.*  *OR*  *The following limitation of the Consultant's liability to the Contracting Party may be subject to contract negotiations:*  *Limitation of the Liability of the Consultant to the Contracting Party:*   1. *Except in the case of gross negligence or wilful misconduct of the Consultant or any person or company acting on its behalf in the provision of the Services, the Consultant shall not be liable to the Contracting Party:* 2. *for indirect or incidental loss or damage;* 3. *for direct loss or damage the cost of which is (indicate a multiplier, for example: one, two, three) times greater than the total value of the Contract.* 4. *This limitation of liability:* 5. *it will not affect the liability of the Consultant, if any, for damages that the Consultant or any person or company acting on its behalf causes to third parties during the provision of the Services;* 6. *shall not be construed as establishing in favour of the Consultant a limitation or exclusion of liability which is prohibited in (indicate the "Applicable Law" if it is the law of the country of the Contracting Party or the "Law Applicable in the Country of the Contracting Party" if the Applicable Law referred to in clause 8(1) of the GCC is different from the law of the country of the Contracting Party].*   *(Notes to the Contracting Party and the Consultant: Suggestions made by the Consultant in its Proposal to introduce exclusions/limitations of its liability under the Contract shall be carefully reviewed by the Contracting Party and discussed with the Bank before the Contracting Party accepts any changes to what is included in the Request for Proposals. In this regard, the Parties should be aware of the Bank's policy on this matter, which provides as follows:*  *In order to be acceptable to the Bank, any limitation on the Consultant's liability must be at least logically related to a) the damage that the Consultant could cause to the Contracting Party, and b) the Consultant's ability to pay compensation from its own funds and the amount of insurance compensation that he can reasonably obtain. The limit of the Consultant's liability shall not be less than the multiplier of the total payments to the Consultants under the Contract for remuneration and reimbursable expenses.*  *The Bank will not accept any statement that the Consultant's liability is limited solely to re-providing the Services when the Services have been deficient. In addition, the Liability of the Consultant shall never be limited in cases of loss or damage caused by gross negligence or wilful misconduct. The Bank shall not accept any provision stating that the Contracting Party shall exempt the Consultant from any liability against the claims of third parties, except, of course, where the claim is based on loss or damage caused by the breach or wrongful act of the Contracting Party to the extent permitted by the Applicable Law in the country of the latter).* |
| **19.1** | The place(s) where the Consulting Services will be provided is(are): (*indicate full address of the place(s) of provision of the consulting services)* |
| **20.1** | *Note: If no effective conditions are specified, type "N/A"*  *or*  *list the conditions of entry into force of the Contract; for example: that the Contract [loan/credit/donation] is approved by the Bank and that it is in force, that the Consultant receives an advance, and that the Contracting Party receives an advance guarantee (when applicable), etc.*  **The conditions for entry into force are as follows:** [type "N/A" or list the conditions] |
| **20.2** | The Consultant shall confirm the availability of the Principal Specialists and commence the provision of the Consulting Services no later than (*indicate number of days, e.g. 10 days)* days from the entry into force of the Contract. |
| **20.3** | **Termination of the Contract for failure to enter into force:**  The term will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(enter the time period, for example: four months).* |
| **21.1** | The term of the Contract will end at the end of *(indicate term in days or months)* of the date of entry into force.. |
| **24.1** | *(Note: If applicable, indicate exceptions to the proprietary rights provision, otherwise indicate "No exceptions to this provision apply")* |
| **24.2** | *(If there will be no restriction on the future use of these documents by either Party, this PCC Clause 26.2 should be deleted. If the Parties wish to restrict such use, any of the following options or other option as the Parties may agree may be used:*  (The Consultant will not use these *(please indicate the applicable documents and software)* for purposes other than this Contract without the prior written approval of the Contracting Party). or  (The Contracting Party shall not use *(indicate the relevant documents and software)* for purposes unrelated to this Contract without the prior written approval of the Consultant)  or  (Neither Party may use these *(please indicate applicable documents and software)* for purposes unrelated to this Contract without the prior written approval of the other Party.) |
| **26.1** | The insurances that the Consultant must contract are:   1. Professional liability insurance, with a minimum coverage of (*indicate the amount and currency, which may not be less than the amount of the Contract Price);*   *(From the following, delete what is not applicable)*   1. Third-party motor vehicle insurance with respect to motor vehicles that the Consultant or its Subconsultants, Specialists operate in the country of the Contracting Party *(insert the amount and currency, indicate "in accordance with the Applicable Law in the country of the Contracting Party");* 2. Civil Liability insurance, with a minimum coverage of *(insert the amount and currency, indicate "in accordance with the Applicable Law in the country of the Contracting Party");* 3. Employer and occupational accident insurance with respect to Specialists and Subconsultants in accordance with the relevant provisions of the Applicable Law in the country of the Contracting Party, as well as with respect to such Specialists, life, health, accident, travel or other insurance as appropriate; and 4. Insurance against loss or damage to (i) equipment purchased in whole or in part with resources provided under this Contract, (ii) property of the Consultant used in the provision of the Consulting Services and (iii) documents that are prepared by the Consultant in the provision of the Consulting Services. |
| * + 1. **PROFESSIONAL STAFF AND SUBCONSULTANTS** | |
| **28.1** | The Coordinating Specialist appointed by the Consultant is *(indicate name and e-mail address).* |
| **31.3** | The deadline for submitting for the approval of the Contracting Party the proposal for the replacement of the Key Specialists or Subconsultants is *(indicate number of days).* |
| * + 1. **OBLIGATIONS OF THE CONTRACTING PARTY** | |
| **32.1** | The Project Manager appointed by the Contracting Party is is *(indicate name, position held in the executing entity and e-mail address).* |
| **33.1 (g)** | *(Indicate other forms of assistance to be provided to the Contracting Party. If there are none, delete this clause)* |
| * + 1. **PAYMENTS TO THE CONSULTANT** | |
| **38.1** | The contract Price is: *(indicate amount of the contract in numbers and in letters in the currency indicated in ITC 19.4)* |
| **40.1** | The Consultant *(indicate "will" or "will not be")* subject to national taxes on expenses and amounts payable under the contract.  The Consultant *(indicate "will" or "will not be")* subject to payments for benefits or social security under the contract. |
| **41.1** | The payment schedule is: *(insert payment schedule according to products/deliverables)* **Payment schedule**:  *(Payment in instalments shall be linked to the services specified in the Terms of Reference included in Annex I, Terms of Reference).*  ***First payment:*** *(Indicate the amount of the fee, the percentage of the total price of the Contract and the currency. If the first payment is an advance, it will be made against the bank guarantee for the same amount, in accordance with clause 41.2.1 of the GCC).*  Second payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Final payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **41.2.1** | (*The total sum of all fees shall not exceed the contract price set out in PCC clause 38.1.)*  *(The advance will be made in the currency indicated in ITC 19.4*  *The bank guarantee in advance shall be given in the same currency.*  The advance and the bank guarantee for an advance shall be governed by the following provisions:   1. An advance of: *(indicate the amount in numbers and letters in the currency indicated in ITC 19.4* must be made within *(indicate number)* days after the date of entry into force. The Contracting Party shall deduct the advance in equal instalments *(list the payments from which the advance shall be deducted).* 2. The bank guarantee for the advance shall be granted in the amount and in the currency of the advance. 3. The bank guarantee shall be released when the advance has been fully discounted. |
| **41.2.4** | **The account numbers are:**  For payments in foreign currency: (*enter account number*).  For payments in national currency: (*enter account number*). |
| **42.1** | The interest rate to be applied is *(insert percentage*) % |
| * + 1. **MODIFICATIONS, SUSPENSION OF PAYMENTS AND EARLY TERMINATION OF THE CONTRACT** | |
| **45.2** | The deadline for notice of early termination for insolvency is *(indicate number of days)* days. |

**Annexes to the Contract**

Annex I: Agreed Terms of Reference

*This Annex should include the final Terms of Reference (ToR) prepared by the Contracting Party and the Consultant during the negotiations, considering any adjustments made to the original ToR arising from the Consultant's proposal and the joint analysis of the Consultant's comments and suggestions on the ToR.*

*They must also include completion dates for multiple tasks; the place of performance of different tasks; the detailed reporting requirements and the enumeration of the services against which payments will be made to the Consultant; the contributions of the Contracting Party, including the counterpart personnel assigned by the Contracting Party to work in the Consultant's team; specific tasks or measures that require the prior approval of the Contracting Party and facilities to be provided by the Contracting Party, among others. (Insert text based on section V ("Terms of Reference" of the competition document as modified from forms TEC-1 through TEC-5) of the Consultant's Proposal. Highlight the changes to section V of the competition document].*

*(It is recommended that they include at least the following items:*

1. **Background**
2. *Title of the project for which consultancy services are required.*
3. *Description of the project*
4. *Briefly describe the basics of the project/background and the objectives of the project.*
5. *Briefly describe the context of the services required within the project.*
6. *Emphasize the relevance/purpose of the work that is required and how it relates to the context of the project.*
7. **Objectives of the Work**

*(List general and specific objectives)*

1. **Scope of Consulting Services, Tasks (Components) and Deliverables**
2. *(Include detailed description or summary and attach a detailed description at the end).*
3. *(Indicate whether further work is expected to be required)*
4. *(Indicate, where appropriate, whether training is a specific component of the job)*
5. **Place where consultancy services will be provided**.

*(Identify the place/location for the provision of services during the term of the contract, including all possible locations for required fieldwork or travel.)*

*(Indicate whether the Consultant's Specialists should report periodically to an Office of the Contracting Party or be present at a particular Office of the Contracting Party during the work, or perform the work from their headquarters, even if intermittent.)*

1. **Counterpart personnel, services, facilities, and goods provided by the Contracting Party.**
2. Services, facilities and goods that the Contracting Party will make available to the Consultant.

*(List/specify/ or type "none")*

1. Professional and support staff of the counterpart assigned by the Contracting Party to the Consultant's team

*(List/specify/ or type "none")*

1. Documentation or information to be provided by the Contracting Party.

*(Indicate the documents, plans, maps, software, or any other information that will be provided as background or in support of consulting services)*

Annex II: Integrity Provisions

**(The text of this appendix should not be modified)**

1. **Counterparties and their Associates:**

All natural or legal persons who participate or provide services in projects or operations, whether in their capacity as bidders, borrowers, sub-providers, executing agencies, coordinators, supervisors, contractors, subcontractors, consultants, suppliers, beneficiaries of donations (and all their employees, representatives and agents), as well as any other type of similar relationship, hereinafter referred to as Counterparties and their Associates, shall refrain from performing any act or action that is framed or may be classified as a Prohibited Practice as established in paragraph B of this Appendix.

1. **Prohibited Practices:**

CABEI has established a Reporting Channel as the mechanism for reporting and investigating irregularities, as well as the commission of any Prohibited Practice, in the use of CABEI funds or funds administered by CABEI.

For the purposes of this contract, prohibited practices are understood as the following:

1. **Fraudulent Practice**: Any fact or omission, including misrepresentation of facts and circumstances, that deliberately or negligently misleads or attempts to deceive any party for financial or other gain, own or from a third party or to evade an obligation in favor of another party.
2. **Corruptive Practice**: It consists of offering, giving, receiving, or requesting, directly or indirectly, something of value to unduly influence the actions of another party.
3. **Coercive Practice**: Consists of harming or causing harm; or threaten to harm or cause harm, directly or indirectly, to any party or its property in order to unduly influence the actions of a party.
4. **Collusive Practice**: Agreement made between two or more parties with the intent to achieve an improper purpose or unduly influence the actions of another party.
5. **Obstructive Practice**: Consists of: (a) deliberately destroying, falsifying, altering or concealing material evidence for an investigation, or making false statements in investigations, in order to prevent an investigation into allegations of corrupt, fraudulent, coercive or collusive practices; and/or threatening, harassing or intimidating either party to prevent them from disclosing their knowledge of issues relevant to the investigation, or to prevent the investigation from proceeding; or (b) intentionally take action to physically impede CABEI's exercise of contractual rights to audit and access to information.
6. **Declarations and Obligations of Counterparties:**

The Counterparty(s) will transfer to its Related Parties (sub-agents, executing agencies, coordinators, supervisors, contractors, subcontractors, consultants, suppliers, offerors, beneficiaries of donations and similar) the following statements and must expressly establish them in the contractual documentation that governs the relationship between the Counterparty(s) and its Related Parties. The foregoing shall apply to operations financed with CABEI resources or administered by CABEI, in order to prevent them from incurring in the commission of Prohibited Practices, obliging both the Counterparty and its Related Parties to comply with the actions and decisions that CABEI deems relevant, in case of verifying the existence of any of the Prohibited Practices described in paragraph (B) of this Appendix.

Individual Statements of Counterparties

The Counterparties declare that:

1. They know CABEI's Reporting Channel, as a mechanism to report and investigate irregularities or the commission of any Prohibited Practice in the use of CABEI funds or funds administered by it.
2. Keep all documents and records related to activities financed by CABEI for a period of ten (10) years, counted from the end of this contract.
3. As of the date of this contract have not been committed in their own way or through related (employees, representatives, and agents) or any other type of analogous relationship, Prohibited Practices.
4. All the information presented is truthful and therefore has not misrepresented or concealed any fact during the processes of eligibility, selection, negotiation, bidding and execution of this contract.
5. Neither they, nor their directors, their staff, contractors, consultants, and project supervisors (i) are disqualified or declared by an entity as ineligible to obtain resources or award contracts financed by any other entity, or (ii) have been found guilty of crimes related to Prohibited Practices by the competent authority.
6. None of its directors and officers has been a director, officer, or shareholder of an entity (i) that is disqualified or declared ineligible by any other entity, (ii) or has been found guilty of an offence related to Prohibited Practices by the competent authority.

Obligations of Counterparties

The following are obligations of the Counterparties:

1. Not to engage in any Prohibited Practice in CABEI's programs, projects or operations financed with CABEI's own funds or funds administered by CABEI.
2. Report during the process of selection, negotiation, and execution of the contract, through the Reporting Channel, any irregularity or the commission of any Prohibited Practice related to the projects financed by CABEI or with the funds administered by it.
3. Reimburse, at CABEI's request, the expenses or costs related to the activities and investigations carried out in connection with the commission of Prohibited Practices. All expenses or costs referred to above must be duly documented, being obliged to reimburse them at the request of CABEI within a period not exceeding ninety (90) calendar days from the receipt of the notification of collection.
4. Grant unrestricted access to CABEI or its duly authorized representatives to visit or inspect the offices or physical facilities, used in connection with projects financed with CABEI's own funds or administered by it. Likewise, they will allow and facilitate the conduct of interviews with their shareholders, directors, executives or employees of any status or salary relationship. In the same way, they will allow access to the physical and digital files related to said projects or operations and must provide all the collaboration and assistance that is necessary, in order to properly execute the planned activities, at the discretion of CABEI.
5. Respond within a reasonable period of time to inquiries related to any inquiry, inspection, audit or investigation coming from CABEI or any appropriately appointed investigator, agent, auditor, or consultant, whether by written, virtual or verbal means, without any restriction.
6. Attend and observe any recommendation, requirement or request issued by CABEI or any person duly designated by it, related to any of the aspects related to the operations financed by CABEI, their execution and operability.

The Statements and Obligations made by the Counterparties contained in this paragraph C are true and will remain in force from the date of signature of this contract until the date on which the amounts owed under it are paid in full.

1. **Audit and Investigation Process:**

Prior to determining the existence of irregularities or the commission of a Prohibited Practice, CABEI will reserve the right to execute the audit and investigation procedures that assist it, being able to issue an administrative notification derived from the analyses, evidence, evidence, results of the investigations and any other available element that is related to the fact or Prohibited Practice.

1. **Recommendations:**

When the existence of irregularities or the commission of a Prohibited Practice is determined, CABEI will issue the actions and recommendations listed below, without being limiting, these being of observance and mandatory compliance. The foregoing, without prejudice to CABEI having the power to report the corresponding case to the competent local authorities:

1. Issuance of a written reprimand.
2. Adoption of measures to mitigate the risks identified.
3. Suspension of disbursements.
4. Disobligation of resources.
5. Request the advance payment of resources.
6. Cancel the business or contractual relationship.
7. Suspension of procurement processes or procedures.
8. Request for additional warranties.
9. Execution of bonds or guarantees.
10. Any other applicable course of action under this agreement.

1. **List** **of Prohibited Counterparties:**

CABEI may include counterparties and their related parties in the List of Prohibited Counterparties, which it has instituted for this purpose. The temporary or permanent disqualification from said List of Prohibited Counterparties will be determined on a case-by-case basis by CABEI.

CABEI will give counterparties and their associates the opportunity to present their defense arguments, through the conduct of an administrative procedure. This includes, but is not limited to, CABEI's right to share or make public the contents of that list.

This Appendix forms an integral part of this agreement, and the Counterparty accepts each of the provisions set forth herein.

Annex III: Report/Deliverables requirements and Delivery Schedule

*(At a minimum, please indicate the following:*

* *language, format, periodicity and content of reports;*
* *number of copies and/or delivery requirements in electronic means.*
* *delivery dates;*
* *persons (please indicate names, positions, delivery address) who receive them; etc.*

*If no reports will be delivered, indicate, "Not applicable")*

*(If the Consulting Services consist of or include the supervision of civil works, an indication such as the following should be added: "The taking of any action under a civil works contract that designates the Consultant as Works Manager under such civil works contract requires the written approval of the Contracting Party as "Employer.")*

*.*

Annex IV: Key Professional Staff of the Consultant and Subconsultants

(Positions, assigned functions, minimum qualifications)

*(Insert a table based on the Consultant's Technical Proposal and finalized at the time of contract negotiations. Attach team composition, Key Specialists' time and Resumes (CVs) (updated and signed by the respective Key Specialists) demonstrating the qualifications of the Key Specialists.)*

**Key specialists and assignment of roles**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name** | **Profession/Specialty** | **Position to be performed** |
| 1 |  |  | Project Coordinator |
| 2 |  |  |  |
| 3 |  |  |  |
| … |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| “n” |  |  |  |

**Intended Subconsultants**

*(Insert a table based on the Consultant's Technical Proposal and finalized at the time of contract negotiations. Attach the Resumes (CVs) of the sub-consultants (updated and signed by the representatives of the respective sub-consultants) demonstrating the qualifications and experience of those sub-consultants.)*

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of the**  **Subconsultant** | **Sections or work to be subcontracted** | **Subconsultant’s physical address, telephone and email address** | **Percentage to be subcontracted** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Annex V: Breakdown of the Contract Price

*Insert the table with the unit rates to get the breakdown of the lump sum price. The table shall be based on Forms ECO-1 through ECO-3 of the Consultant's Proposal and shall reflect the changes agreed upon at the time of contract negotiations, if any. The footnote should indicate any changes that have been made to Forms ECO-1 to ECO-3 at the time of the negotiations or indicate that none has been made.*

*When the Consultant has been selected with the Quality Based Selection method, also add the following:*

*"The agreed remuneration rates shall be indicated on model form I. This form shall be prepared on the basis of the "Consultant's Statements as to Costs and Charges" section of Appendix A of the CD Form ECO-3 submitted by the Consultant to the Contracting Party prior to the contract negotiations.*

*In the event that the Contracting Party concludes (by means of inspections or audits in accordance with clause 15 of the GCC, or by other means) that these statements are materially incomplete or imprecise, it may make such appropriate modifications to the remuneration rates affected by such statements. The modifications will have retroactive effect. In the event that the Contracting Party has paid the remuneration prior to the modification, (i) may deduct any excess from the next monthly payment to the Consultants, or (ii) if the Contracting Party has no outstanding payments, the Consultants shall reimburse the remaining payment within thirty (30) days of the date on which they received the corresponding written request. The Contracting Party shall submit such a request for reimbursement within twelve (12) calendar months following receipt of the final report and certification approved in accordance with clause 41 of the GCC of this Contract.*

**Model Form I**

**Breakdown of rates agreed in the Contract**

We hereby confirm that we have agreed to pay the following Experts, who will participate in the provision of the Services, the following basic fees and per diem for work away from headquarters (as applicable):

(**Expressed in [*indicate currency*]\*)**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Formation of the panel  of experts | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Name | Position | Base rate per month/  Day/year | Social  Charges 1 | General Expenses1 | Subtotal | Profits2 | Assignment for work outside the headquarters | Fixed rate agreed per day/month/year | Fixed rate agreed per day/month/year 1 |
| Headquarter (HQ) | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Work in the Contracting Party’s country | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

1 Expressed as percentage of 1.

2 Expressed as percentage of 4.

\* If more than one currency is used, add another table.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Name and title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annex VI: Guarantee Forms

This Annex to the Conditions of the Contract contains model forms that, once completed, will form part of the Contract. They must be completed only by the Consultant, when required, after the award of the Contract.

*The forms included in this Annex are indicative containing the conditions for the issuance of guarantees. The Borrower/Beneficiary may include in this Annex forms of other means intended to provide collateral such as another type of easily executing financial instrument, issued by financial institutions or insurers acceptable to the Borrower/Beneficiary and to the Bank and in accordance with local law provided that the conditions of these forms are maintained.*

*For the forms indicated by the Borrower/Beneficiary, it is important to consider Article 3 of the Uniform Rules of the International Chamber of Commerce (ICC) relating to guarantees on first demand, which provides:*

*"All instructions for the issuance of Warranties and their amendments and the Guarantees and Amendments themselves must be clear and precise, without excessive detail. Thus, all guarantees must specify:*

1. *the Payer;*
2. *the Beneficiary;*
3. *the Guarantor;*
4. *the basic transaction caused by the issuance of the Guarantee;*
5. *the maximum amount payable and the currency of payment;*
6. *the expiration date and/or the event that entials the expiration of the Guarantee;*
7. *the terms of the request for payment;*
8. *any provision to reduce the amount of the guarantee.*

**Advance Payment Bond Form**

**At first request**

*(The selected Consultant must provide this guarantee in accordance with the instructions indicated in square brackets, if the Contracting Party requests this type of guarantee)*

**Beneficiary:** *(indicate the name and address of the Contracting Party)*

**Date**: *(enter the date of issue)*

**ADVANCE GUARANTEE No**: (*enter the reference number of the security)*

**Guarantor:** (*indicate the name and address of the place of issue, unless it appears on the letterhead)*

Security granted before *(indicate name of the Contracting Party)* "The Contracting Party" to guarantee by the Consultant: (*name of the Consultant)* the due and correct application or refund of the total or partial amount, if any, of the advance granted up to the amount of *(indicate the amount of the advance in number and letter, in the different currencies in which it is granted)* which is equivalent to *(indicate percentage)* of the amount agreed by means of a consulting service of which this guarantee derives.

This percentage will be applied precisely in the terms described in Clause 49.2 of the contract number *(indicate reference number of the Contract),* called *(indicate name of the contract)* of date *(indicate date of conclusion of the Contract*) relating to: *(insert the object of the contract as specified in the contract itself)* with a total amount of *(indicate price of the Contract in number and letter expressed in the different currencies of the proposal)*.

The Guarantor states:

1. The guarantee is granted in accordance with all the stipulations contained in the contract, to guarantee the due investment of the total amount of the advance that (*name of the Contracting Party)* grants to (*name of the Consultant)* and undertakes to pay up to the amount that amounts this deposit, in case it does not comply with the obligations that are guaranteed or the contract is terminated.
2. The bond is issued irrevocably and will be payable in favor of "The Contracting Party" upon receipt of the first written request of the Contracting Party, without "The Contracting Party" having to support his request.
3. In the case of granting extensions or waits to the Consultant derived from the formalization of agreements of extension to the amount must obtain the modification of the policy and in the case of extension of the period established for the completion or execution of the service or there is a wait, its validity will be automatically extended in accordance with said extension or wait , even if they have been requested and authorised out of time.
4. When the settlement results in balances borne by the Consultant and it made the full payment unconditionally, the Contracting Party must release the respective bond as long as it is appropriate in the terms stipulated herein.
5. In order to cancel the security, the express written authorisation of *(insert name of the Contracting Party)* shall be an essential requirement, which shall be given when the amount of the advance has been repaid or repaid in full.
6. This bond shall be in force during the conduct of all legal remedies or lawsuits that are filed and until a final decision is issued by the arbitrator or competent authority.
7. Any proceedings under this security must be commenced within one year of the date of issue of the certificate of completion of the services.
8. No person or company of the Contracting Party referred to herein or his heirs, executors, administrators, successors, and assignees may have or exercise any right under this bond.

In witness whereof, the Consultant has signed and stamped its seal on this document, and the Guarantor has stamped its institutional seal on this document, duly attested by the signature of his legal representative, on the *(indicate the number)* days of (*indicate the month)* of (*indicate the year).*

Signed by *(indicate the signature(s) of the authorized representative(s))*

On behalf of *(name of Consultant)* as *(indicate position)*

In the presence of *(indicate the name and signature of the witness)*

Date *(enter date)*

Signed by *(indicate the signature(s) of the Authorized Representative(s) of the Guarantor)*

On behalf of *(name of the Guarantor)* as *(indicate the position)*

In the presence of (*indicate the name and signature of the witness*)

Date *(enter date)*

**Advance Payment Bank Guarantee**

Guarantee at first request.

.

*(****The bank / Selected Consultant*** *who presents this guarantee will complete this form in accordance with the instructions indicated in brackets if an advance payment will be made under the contract)*

*Guarantor's SWIFT letterhead or Identification Code)*

*(Indicate the Name of the Bank, and the address of the branch or office issuing the guarantee)*

**Beneficiary:** *(indicate name and address of the Contracting Party)*

**Procurement No**.: *(indicate reference number of the Request for Proposals or the selection process)*

**Date:** *(indicate the date of issue)*

**Guarantor:** *(indicate the name and address of the place of issue, unless indicated on the letterhead)*

ADVANCE GUARANTEE No.: *(indicate the reference number of the Guarantee)*

We have been informed that *(please indicate the full name of the Consultant)* (hereinafter "The Consultant"), (in the case of a JV will be the name of this association if it is legally constituted or to be constituted, or the names of its members) has entered with you into Contract No. (*indicate the reference number of the contract)* called *(indicate the name of the contract, if any*) date *(indicate date)*, for the execution of *(indicate the name of the contract and a brief description of the service)* (hereinafter "the Contract").

Likewise, we understand that, in accordance with the conditions of the Contract, the Consultant will be given an advance against a guarantee for payment of advance for the sum or sums indicated below.

At the Consultant's request, we (*indicate the name of the Bank*) hereby irrevocably undertake to pay you a sum or sums, not exceeding in total *(indicate the sum(s) in figures and in words)[[6]](#footnote-6)* against receipt of your first written request, declaring that the Consultant is in breach of its obligations under the Contract , because (i) the Consultant has used the advance payment for purposes other than those stipulated for the execution of the services; or (ii) has not reimbursed the advance under the terms of the Contract.

As a condition of filing any claim and making this guarantee effective, the aforementioned payment mentioned above must have been received by the Consultant in its account number *(indicate number)* in the (*indicate the name and address of the bank).*

The maximum amount of this guarantee will be progressively reduced as the amount of the advance is reimbursed by the Consultant as indicated on copies of periodic payment statements or payment certificates submitted to us. This guarantee will expire, at the latest, upon receipt in our institution of a copy of the Interim Payment Certificate indicating that one hundred (100) percent of the Contract Price has been certified for payment, or on the *(indicate number)* day of *(indicate the month)* of *(indicate the year),* whichever comes first. Therefore, any demand for payment under this warranty must be received at this office on or before this date.

We agree to a single extension of this guarantee for a period not exceeding (six months or one year), in response to a written request from the Consultant for such extension, which will be submitted to us prior to the expiration of the guarantee. This guarantee is subject to the ICC Uniform Rules for Demand Guarantees, ICC Publication No. 758.

(Signature(s) of the bank's authorized representative)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex VII: Other Forms**

**Notification of Intention to Award**

*(This Notice of Intent to Award will be sent to each consultant whose financial proposal has been opened. Send this notice to the Consultant's Authorized Representative)*

At the attention of the Consultant's Representative

Name: *(insert name of the Representative of the consultant)*

Address: *(indicate the address of the Authorized Representative)*

Phone Numbers: *(insert the Phone/Fax Numbers of the Authorized Representative)*

E-mail address: (*insert e-mail address of the Authorized Representative)*

*(IMPORTANT: Insert the date on which this Notice is transmitted to the consultants. The Notice must be sent to all consultants simultaneously. This means on the same date and as close as possible at the same time.)*

**DATE OF TRANSMISSION**: This notification is sent by: (*email)* on *(date)* *(local time)*

**Notification of Intention to Award**

**Contracting Party:** *(insert Contracting Party's name)*

**Project:** *(insert project name)*

**Contract title:** (*indicate the name of the contract)*

**Country:** *(insert the country where the procurement is made)*

**Loan number / credit number / donation number:** *(indicate the reference number of the loan/credit/grant)*

**Procurement No:** *(insert procurement reference number)*

This Notice of Intent to Award (the Notice) notifies you of our decision to award the above contract. The transmission of this Notice begins the period for filing protests. During this period, you may submit a nonconformity about the procurement in relation to the decision to award the contract.

**The result of the process is:**

1. **The sucessful consultant**

|  |  |
| --- | --- |
| **Name** | (*Indicate the name of the selected consultant)* |
| **Address:** | (*Indicate the address of the selected consultant*) |
| **Contract Price:** | (*Indicate the Price of the selected proposal*) |

1. **Consultants Short-listed**

| **Name of the Consultant** | **Submitted proposal** | **Technical score** | **Evaluated price.**  **(if applicable)** | **Combined score** |
| --- | --- | --- | --- | --- |
| (Add *name*) | *(Yes / No)* | (Write the technical score) | (*Write the evaluated price*) |  |
| (Add *name*) | *(Yes / No)* | (Write the technical score) | (*Write the evaluated price*) |  |
| (Add *name*) | *(Yes / No)* | (Write the technical score) | (*Write the evaluated price*) |  |
| (Add *name*) | *(Yes / No)* | (Write the technical score) | (*Write the evaluated price*) |  |
| (Add *name*) | *(Yes / No)* | (Write the technical score) | (*Write the evaluated price*) |  |

**3. Reason why the proposal was unsuccessful.**

|  |
| --- |
| Indicate the reason why this consultant's proposal was not successful. DO NOT include: (a) a point-by-point comparison with another Consultant's Proposal or (b) information that the Consultant indicates as confidential in its Proposal.) |

**5. How to file a protest**

|  |
| --- |
| Instructions for filing a protest against the reported results are set out in ITC 34.3 |

**6. Deadline for submitting protests or complaints**

With this Notification of Intention to Award, you are notified of our decision to award the above-mentioned contract, with this transmission begins the period during which you can submit protests to the notified result, in accordance with the provisions of sub-clause ITC **34.1.**

The deadline for submitting protests ends at: *(Indicate deadline*)

If you have any questions about this Notice, please do not hesitate to contact us.

On behalf of the Contracting Party:

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title/position:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Letterhead of the Contracting Party)

. . . . . . . (date). . . . . . . . .

To:........ .. (name and address of the consulting firm) . ..

**Letter of Acceptance**

Subject:........ .. (Notification of Award of Contract No.) . . . . . . . . . .

We hereby notify you that your proposal dated (*date of receipt of proposals)* for the execution of *(name and identification number of the process, in accordance with the content of paragraph 2.1 of the CD)* for the accepted amount of *(amount in figures and in words and currency),* with any corrections and modifications that have been made in accordance with the Instructions to Consultants, has been accepted by our representative.

We request you to submit:

1. Documentation in accordance with paragraph 37.1 of the CD.

Authorized signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name and title of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contracting Party’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attached: Contract Form**

1. Complaint mechanisms available at: www.bcie.org [↑](#footnote-ref-1)
2. *The names and positions of the Key Specialists shall match those indicated in the "Key Specialists and Assignment of Functions" table in this Annex.*  [↑](#footnote-ref-2)
3. *The months are counted from the beginning of the work/mobilization. One (1) month equals 22 business days (billable). A working day (billable) may not be less than eight (8) business hours (billable).* [↑](#footnote-ref-3)
4. *"Headquarters" means work in the offices of the country of residence of the professional. "Away from headquarters" means work performed in the country of the Contracting Party or in any other country outside the country of residence of the professional.*

   [↑](#footnote-ref-4)
5. The Guarantor shall indicate a sum representative of the sum of the Advance Payment and denominated in any of the currencies of the Advance Payment as stipulated in the Contract. [↑](#footnote-ref-5)
6. The Guarantor shall indicate a sum representative of the sum of the Advance Payment and denominated in any of the currencies of the Advance Payment as stipulated in the Contract. [↑](#footnote-ref-6)