USER'S GUIDE TO SELECTION OF CONSULTING SERVICES FOR BORROWERS

STANDARD REQUEST FOR PROPOSALS

June 2018

ASIAN DEVELOPMENT BANK

ADB

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Notes:
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Corrigenda to ADB publications may be found at http://www.adb.org/publications/corrigenda.

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This section is a template of a letter from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable guidelines or policies of the financing institution that govern the selection and award process.

Section 2 Instructions to Consultants including Data Sheet 14

This section consists of two parts: "Instructions to Consultants" and "Data Sheet". "Instructions to Consultants" contains provisions that are to be used without modifications. "Data Sheet" contains information specific to each selection and corresponds to the clauses in "Instructions to Consultants" that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal, Simplified Technical Proposal, or Biodata Technical Proposal shall be used. Summary and Personnel Evaluation Forms and Grounds for Disqualification of the Experts are attached to the Data Sheet.

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Section 8 Conditions of Contract and Contract Forms 80

This section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump Sum Contract. Each type includes General Conditions of Contract that shall not be modified, and Special Conditions of Contract. The Special Conditions of Contract include clauses specific to each contract to supplement the General Conditions.

Each standard form of contract incorporates ADB's Anticorruption Policy; Standards of Conduct (Section 6) in a form of Attachment 1.

Abbreviations

ADB.....Asian Development Bank

BTP .....biodata technical proposal

CMS .....consultant management system

CQS .....consultants' qualifications selection

CSRN .....consulting services recruitment notice

CV .....curriculum vitae

EA .....executing agency

EOI .....expression of interest

FBS .....fixed-budget selection

FTP .....full technical proposal

LCS .....least-cost selection

PES.....personnel evaluation sheet

PPFD.....Procurement, Portfolio and Financial Management Department

QBS .....quality-based selection

QCBS .....quality- and cost-based selection

REOI .....request for expressions of interest

RFP .....request for proposal

SES.....summary evaluation sheet

SRFP.....standard request for proposal

SSS .....single-source selection or direct contracting

STP .....simplified technical proposal

TA .....technical assistance

TOR .....terms of reference

UN .....United Nations

Introduction

The User's Guide to Selection of Consulting Services for Borrowers (Standard Request for Proposals) is intended for projects governed by the Guidelines on The Use of Consultants by Asian Development Bank and Its Borrowers (2013, as amended from time to time) (Consulting Guidelines); or the ADB Procurement Policy: Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time) (Policy) and the Procurement Regulations for ADB Borrowers: Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time) (Procurement Regulations).

This user's guide has been prepared by the Asian Development Bank (ADB) for borrowers to use in the procurement of consulting services using the standard request for proposal (SRFP). The procedures and practices presented in the SRFP have been developed based on international experience and on the Master Procurement Document for Selection of Consultants (Master Document) prepared by multilateral development banks and other public international financial institutions. They are structured according to and contain the provisions of the Master Document, except where ADB-specific considerations have required a change.

The SRFP must be used for the procurement of consulting services for loans, grants, and delegated[1] technical assistance (TA) financed in whole or in part by ADB or by ADB-administered funds unless ADB agrees to the use of other acceptable standard bidding documents.

The text shown in *italics* and within note boxes provide guidance to the user preparing a request for proposals (RFP) and should be deleted from the RFP when it is issued to shortlisted consultants.[2]

This user's guide covers the different selection methods described in the Consulting Guidelines and the Procurement Regulations, including

(i) Quality- and Cost-Based Selection,

(ii) Quality-Based Selection,

(iii) Fixed Budget Selection,

(iv) Least Cost Selection,

(v) Consultants Qualifications Selection; and

(vi) Direct Contracting also referred to as Single Source Selection.

The use of the SRFP is not required for selections conducted under commercial practices, selection of individual consultants and selections through ADB's online Consultant Management System.

Before preparing an RFP for a specific assignment, the user must be familiar with the Consulting Guidelines, the Policy, and the Procurement Regulations and must have chosen an appropriate selection method and the appropriate contract form. The SRFP includes two standard forms of contract: one for time-based assignments and the other for lump sum assignments. Section 8 of the RFP (Conditions of Contract and Contract Forms), which precedes the two contracts, indicates the circumstances in which their use is most appropriate.

---

1 A TA may be delegated through a memorandum of understanding with the recipient government to the Executing Agency (EA) for the recruitment and supervision of TA consultants.

2 Shortlisted consultant means a legally established entity providing consulting services that has been invited by the borrower to submit proposals.

Use of a single RFP for multiple selections resulting in multiple contract awards is not permissible.

Users are advised to reconfirm identity and eligibility of the consultants submitting proposals to ensure (i) that there had been no transfer of invitation to another party; (ii) that if selected, the consultants have the legal capacity to enter into binding and enforceable contracts; and (iii) compliance with ADB's Integrity Principles and Guidelines[3] (2015, as amended from time to time), which prohibits the participation of debarred entities (including consultants, sub-consultants, joint venture partners, and experts) in all ADB related activities. Users are also advised to follow ADB's Guidance Note on Financial Proposal Evaluation (2016).[4] An important feature of the SRFP is that it can be used with minimum changes, as it does not contain explanations, footnotes, or examples that should not form part of the RFP.

ADB welcomes any feedback or experiences from both borrowers and bidders on the use of its SRFP. For information on procurement under ADB-financed projects, contact:

Procurement, Portfolio and Financial Management Department (PPFD)
Asian Development Bank
6 ADB Avenue, Mandaluyong City
1550 Metro Manila, Philippines
E-mail: procurement@adb.org
Tel: +63 2 632 4444
Fax: +63 2 636 2444 [Attn: Director General, PPFD]
www.adb.org

[3] ADB. 2015. *Integrity Principles and Guidelines.* Manila. https://www.adb.org/documents/integrity-principles-and-guidelines.

[4] ADB. 2016. Guidance Note on Financial Proposal Evaluation (for Loans/Grants). https://www.adb.org/documents/guidance-note-financial-proposal-evaluation-loans-grants.

The Bidding Process

The process for recruitment of consultants for loans, grants, and delegated technical assistance (TA) projects financed in whole or in part by the Asian Development Bank (ADB) or ADB-administered funds includes six main phases: (i) advertisement and shortlisting, (ii) preparing and issuing of request for proposals (RFP), (iii) proposal preparation and submission, (iv) proposal opening, (v) proposal evaluation, and (vi) contract award.

Advertisement and Shortlisting

For contracts following the Guidelines on The Use of Consultants by Asian Development Bank and Its Borrowers (2013, as amended from time to time) (Consulting Guidelines), the request for expressions of interest (REOI) shall be advertised on ADB's Consultant Management System (CMS) using the Consulting Services Recruitment Notice (CSRN). The borrower may also advertise in an appropriate national journal, newspaper, or website.

For contracts following the Procurement Regulations for ADB Borrowers: Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time) (Procurement Regulations), the REOI shall be advertised on ADB's CMS using the CSRN, and in a newspaper of national circulation (at least in one English language newspaper, if available) or website in the borrower's country. However, when foreign bidders are unlikely to participate and as agreed with ADB in the Procurement Plan, the REOI may be advertised solely in a national press or official gazette or a free and publicly accessible website in the borrower's country.

The REOI will set out the selection criteria for shortlisting of consultants in accordance with the Consulting Guidelines or the Procurement Regulations, whichever is applicable. Shortlisted consultants will be issued RFPs and invited to submit proposals .

Preparing and Issuing the Request for Proposal

The executing agency (EA), which signs the contract, is referred hereto as the "Client." The Client is responsible for preparing and issuing the RFP for a specific contract.

The Client shall prepare the RFP using the published version of the standard request for proposal (SRFP) on the ADB website without modification to Section 2 (Instructions to Consultants), Section 6 (Anticorruption Policy; Standards of Conduct), and Section 8 II (General Conditions of Contract). The Client must provide all information and data particular to each bidding process in the following sections of the RFP:

- Section 1 Letter of Invitation
- Section 2E Data Sheet (including appendixes)
- Section 3 Technical Proposal—Standard Forms
- Section 4 Financial Proposal—Standard Forms
- Section 5 Eligible Countries
- Section 7 Terms of Reference
- Section 8 III Special Conditions of Contract

The Client should note the following when finalizing the RFP:

- In preparing the RFP, the Client should refer to this User's Guide to Selection of Consulting Services for Borrowers as it contains guidance and instructions to the Client.
- Specific details, such as name of the Client, address for proposal submissions, name of consulting services assignment, method of selection, etc. should be provided in the spaces indicated.
- The *italicized notes* and note boxes provide guidance and instructions for the Client within the letter of invitation (Section 1), the data sheet (Section 2), the terms of reference (Section 7) and the special conditions of contract (Section 8 III). Such *italicized notes* and note boxes should be deleted once the RFP is finalized and prior to issuance to the shortlisted consultants.
- *Italicized notes* and note boxes specifically meant for shortlisted consultants within the data sheet (Section 2) and the special conditions of contract (Section 8 III) and marked DO NOT MODIFY should be retained. *Italicized notes* within technical proposal forms (Section 3) and financial proposal forms (Section 4) should not be deleted from the final RFP document issued.
- Where alternative clauses or text are shown, the Client shall select the most appropriate for the particular consulting services and discard the unused clauses or text.

The Client shall allow shortlisted consultants sufficient time (depending on the type of proposal required, e.g., full technical proposal, simplified technical proposal, or biodata technical proposal) to study the bidding document, prepare complete and responsive proposals, and submit their proposals.

Proposal Preparation and Submission

The shortlisted consultant is solely responsible for the preparation and submission of its proposal. During this stage, the Client shall

- promptly respond to requests for clarifications from shortlisted consultants and amend the RFP as needed, and
- amend the RFP only with prior approval of ADB for contracts subject to prior review.

Proposal Opening

The Client is responsible for the opening of proposals, which is a critical event in the bidding process. The Client's evaluation committee shall conduct the opening of proposals (in the presence of the shortlisted consultants' representative who choose to attend). The evaluation committee should ensure that correct procedures are followed at the opening of proposals. This is because inappropriate procedures are usually irreversible and may require cancellation of the bidding process, which will result in delays and waste of resources.

The Client, in observance of best practices, shall perform the following checks:

- Conduct the opening of technical proposals strictly following the procedures as specified in the Instructions to Consultants (ITC) not later than the date and time of the proposal submission deadline. The sequence in which proposals are handled, opened, and recorded is crucial.
- Ensure that all proposals that were received on time are accounted for, before opening the proposals since proposals that are not opened and read out during the opening will no longer be considered.
- Reject proposals received after the proposal submission deadline.

- Examine opened proposals in accordance with the provisions of the ITC. The Client should keep a record of opening of technical proposals with the following information: the name and country of the consultants, the presence or absence of a duly sealed envelope with the financial proposal, any modifications to the proposal submitted prior to proposal submission deadline, and any other information deemed appropriate or as indicated in the Data Sheet. The envelopes with the financial proposal shall remain sealed and shall be securely stored until they are opened in accordance with the ITC.

Proposal Evaluation and Contract Award

The Client is responsible for proposal evaluation and contract award. The Client shall appoint experienced staff as members of the committee who will conduct the evaluation of the technical and financial proposals. Mistakes committed at proposal evaluation may later prompt complaints from shortlisted consultants, requiring the reevaluation of the proposals, causing delays and waste of resources.

The Client, in observance of best practices, shall

- keep the proposal evaluation process strictly confidential;
- reject any attempts or pressure to distort the outcome of the evaluation, including fraud and corruption;
- strictly apply the evaluation criteria specified in the RFP;
- ensure that the evaluators of the technical proposals shall have no access to the financial proposals until the technical evaluation is concluded and ADB has issued its “no objection,” if applicable.

Cover Page

NOTE

Note to Client: The italicized notes giving guidance and instructions for the Client, except those that apply to forms to be filled out by Consultants or instructions to Consultants, should be deleted from the actual RFP document.

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: [*insert reference number as per procurement plan*]

Selection of Consulting Services for: [*insert assignment title*]

Client: ..... [*insert implementing agency*]

Country: ..... [*insert name of country*]

Project: ..... [*insert project name*]

Issued on: [*insert date when sent to shortlisted firms*]

Preface

This Request for Proposals (RFP) has been prepared by [*insert name of the implementing or executing agency*] and is based on the Standard Request for Proposals (SRFP) issued by the Asian Development Bank ("ADB"), as amended in June 2018.

The SRFP reflects the structure and the provisions of the Master Procurement Document for the Selection of Consultants (Master Document) prepared by participating multilateral development banks and other public international financial institutions except where specific considerations within ADB have required a change.

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Section 1: Letter of Invitation

Date: .....
Loan/Grant No. and Title:.....
RFP No:.....
Location:.....
Deadline for Submission: .....
Advance Contracting:..... **Yes / No**

NOTE

Insert: Name and Address of Consultant ("The Consultant"). In case of a Joint Venture (JV), a full name of the JV and the names of each member as in the submitted Expression of Interest shall be used.

Dear Mr./Ms.:

NOTE

For loan-funded assignments only:

Select "..has received" if loan/multitranche financing facility is already effective. Otherwise, select "..has applied for."

1. The [*insert: Name of Borrower or Client*[1] *or Recipient or Beneficiary*] (hereinafter called [*select: "Borrower" or "Client" or "Recipient" or "Beneficiary"*]) has [*select received or applied for*] financing from the Asian Development Bank (the "Bank") in the form of a [*select "loan" or "financing"*] toward the cost of [*insert: name of project*].

The [*insert Name of Implementing or Executing Agency*], an [*select implementing or executing*] agency [*if applicable, insert: of the Borrower or Client or Recipient or Beneficiary*], intends to apply a portion of the proceeds of this [*select loan or financing*] to eligible payments under the contract for which this Request for Proposals is issued.

NOTE

For grants/donor-funded assignments, replace the two paragraphs above with the two paragraphs below. DO NOT use both.

The [*insert Name of Client / Recipient*] (*select the "[Client / Recipient / Beneficiary]"*) has been allocated grant funds (the "Grant") from the [*insert name of donor fund*] which are administered by the Asian Development Bank ("the Bank") and executed by the [*select Client / Recipient / or name of agency*].

The [*select Client / Recipient / Beneficiary*] intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued.

[1] Where "the Borrower "or "the Beneficiary" and "the Client" are the same entity, the term "Client" may be used throughout for consistency. Where they are different entities, the appropriate term should be used as the context requires.

[Paragraph below applies to both loans and grants]

Payments by the Bank will be made only at the request of the [*select Name of Borrower or Client or Recipient or Beneficiary*] and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the [*select loan or financing or grant*] agreement. The [*select loan or financing or grant*] agreement prohibits a withdrawal from the [*select loan/grant*] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations.[2] No party other than the [*select Borrower/ Client/ Recipient/ Beneficiary*] shall derive any rights from the [*select loan/financing/grant*] agreement or have any claims to the proceeds of the [*loan/financing/grant*].

2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): [*insert: name of consulting services assignment*]. More details on the Services are provided in the Terms of Reference (Section 7).

3. This Request for Proposals (RFP) has been addressed to the following shortlisted consultants:

NOTE

Insert the list of shortlisted consultants. If a Consultant is a Joint Venture (JV), the full name of the JV, as in the Expression of Interest, shall be used. In addition, list all members, starting with the name of the lead member. To ensure eligibility, specify country of incorporation for each of the shortlisted consultants, JV partners, and Sub-consultants.

NOTE

DO NOT MODIFY para. 4 without prior consent of ADB.

4. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries, and affiliates. The Client will reject a Proposal if the Consultant drops a joint venture (JV) partner without the Client's prior consent, which is given only in exceptional circumstances, e.g., when a JV partner is sanctioned or has been declared bankrupt or an occurrence of *force majeure*.

NOTE

Selection Methods available under the Consulting Guidelines and the Procurement Regulations:
Quality- and Cost-Based Selection (QCBS),

Quality-Based Selection (QBS),

Consultants' Qualifications Selection (CQS),

Fixed Budget Selection (FBS),

Least-Cost Selection (LCS), or

Single-Source Selection (SSS)/ Direct Contracting.

Select the method specified the Procurement Plan agreed by ADB.

[2] Charter of the United Nations, Chapter 7. http://www.un.org/en/sections/un-charter/chapter-vii/

5. A firm will be selected under [*insert the selection method*] procedures using a [insert proposal format: Full Technical Proposal (FTP), Simplified Technical Proposal (STP), or Biodata Technical Proposal (BTP)] format as described in this RFP, in accordance with the policies of the Bank detailed in the [*insert as applicable Consulting Guidelines or the Procurement Regulations*], which can be found at the following website: https://www.adb.org/site/business-opportunities/operational-procurement/consulting/documents.

6. The RFP includes the following documents:
Section 1: Letter of Invitation
Section 2: Instructions to Consultants, Data Sheet, Summary and Personnel Evaluation Forms, and Grounds for Disqualification of the Experts
Section 3: Technical Proposal [*select: FTP, STP, or BTP*]—Standard Forms
Section 4: Financial Proposal—Standard Forms
Section 5: Eligible Countries
Section 6: Anticorruption Policy; Standards of Conduct
Section 7: Terms of Reference
Section 8: Standard Forms of Contract [*select: Time-Based or Lump Sum*]

7. Please inform the Client by [*insert date*], in writing at [*insert address*], by facsimile [*insert facsimile number*], or by e-mail [*insert e-mail address*] whether you intend to submit a proposal or not.

8. Details on the proposal's submission date, time, and address are provided in Clauses 17.7 and 17.9 of the instructions to consultants (ITC).

Yours sincerely,

NOTE

Insert: Signature, name, and title of Client's authorized representative.

Section 2: Instructions to Consultants including Data Sheet

NOTE

This Section 2—Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, to supplement, but not overwrite, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the shortlisted consultants.

A. General Provisions

1. Definitions

(a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(b) "Applicable Guidelines" means the guidelines or policies of the Asian Development Bank governing the selection and Contract award process as specified in the **Data Sheet**.

(c) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.

(d) "Bank" means the Asian Development Bank.

(e) "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Bank.

(f) "Client" means the [implementing or executing agency] that signs the Contract for the Services with the selected Consultant.

(g) "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

(h) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 of the Form of Contract.

(i) "Data Sheet" means an integral part of the Instructions to Consultants in Section 2 used to reflect the specific country and assignment conditions to supplement, but not to overwrite, the provisions of the ITC.

(j) "Day" means a calendar day.

(k) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or Joint Venture member(s) listed in the **Data Sheet**.

(l) "Government" means the government of the Client's country.

(m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose curriculum vitae (CV) is taken into account in the technical evaluation of the Consultant's proposal.

(o) The "Instructions to Consultants (ITC)" (this Section 2 of the RFP) provides the shortlisted consultants with all the information needed to prepare their Proposals.

(p) The "Letter of Invitation (LOI)" (Section 1 of the RFP) is the letter being sent by the Client to the shortlisted consultants.

(q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually although the Client retains the prerogative to approve or reject the CV of the Non-Key Expert based on the proposed approach and methodology.

(r) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

(s) The "Request for Proposals (RFP)" is prepared by the Client for the selection of Consultants, based on the SRFP.

(t) The "Standard Request for Proposals (SRFP)" must be used by the Client as the basis for the preparation of the RFP.

(u) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(v) "Sub-Consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

(w) The "Terms of Reference (TOR)" (Section 7 of the RFP) explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 In a timely manner and at no cost to the Consultants, the Client will provide the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

Conflicting activities

3.3.1 **Conflict between consulting activities and procurement of goods, works, or nonconsulting services.** A firm that has been engaged by the Client to provide goods, works, or nonconsulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or nonconsulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or nonconsulting services resulting from or directly related to the consulting services for such preparation or implementation.

Conflicting assignments

3.3.2 **Conflict among consulting assignments.** A Consultant (including its Experts and Sub-Consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

Conflicting relationships

3.3.3 **Relationship with the Client's staff.** A Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the [Borrower or the Client or the Recipient or Beneficiary] or of the [implementing/executing agency] or of a recipient of a part of the Bank's financing who are directly or indirectly involved in any part of (i) the preparation of the TOR for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

3.3.4 Any other types of conflicting relationships as indicated in the **Data Sheet**.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted consultants together with this RFP all information that would in that respect give such a Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 The Bank requires compliance with its policy on corrupt and fraudulent or prohibited practices as set forth in Section 6.

5.2 In further pursuance of this policy, the Consultant shall permit and shall cause its Sub-Consultants and Sub-contractors to permit the Bank or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including JVs and their individual members) from the eligible countries as stated in Section 5 (Eligible Countries) to offer consulting services for Bank-financed projects. In the case of a JV,

(a) all partners shall be jointly and severally liable; and

(b) the JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

6.2 The Consultant, and all parties constituting the Consultant, should be nationals of an eligible country, in accordance with Section 5 (Eligible Countries). A Consultant shall be deemed to have the nationality of a country if the Consultant is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.[1] This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.

6.3 As an exception to Clauses 6.1 and 6.2 above:

[1] Experts employed or engaged by an eligible consulting firm will be considered eligible regardless of their nationality.

Sanctions

6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with the Applicable Guidelines shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The lists of debarred firms and individuals is contained in the **Data Sheet.**

Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and

(a) as a matter of law or official regulations, the Borrower's/Beneficiary's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.

Restrictions for public employees

6.3.4 Government officials and civil servants may only be hired under consulting contracts, as members of a team of a consulting firm, if they (i) are on leave of absence without pay; (ii) are not being hired by the agency they were working for immediately before going on leave; and (iii) their employment would not create a conflict of interest.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Consultant (including the individual members of any JV) shall submit only one Proposal, either in its own name or as part of a JV in another Proposal. If a Consultant, including any JV member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-Consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify.

12. Proposal Validity

12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without the Key Expert's confirmation, the Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 6 of this ITC.

Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case the Proposal will be considered withdrawn.

Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In this case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, the Proposal will be rejected with the Bank's prior no objection.

Subcontracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of Request for Proposal

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may change the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted consultants and will be binding on them. The shortlisted consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client shall extend the proposal submission deadline to give the shortlisted consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals—Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a JV or as Sub-Consultants, it may do so with either (a) non-shortlisted consultants(s) or (b) shortlisted consultants if permitted in the **Data Sheet**. When associating with non-shortlisted firms in the form of a JV or a sub-consultancy, the shortlisted consultant shall be a lead member. If shortlisted consultants associate with each other, any of them can be the lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-months) and the Client's estimated total cost of the assignment. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 The total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a full technical proposal (FTP), a biodata technical proposal (BTP) or a simplified technical proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable, and (d) contingency indicated in the **Data Sheet**.

Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

Taxes

16.3 The Consultant and its Sub-Consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the **Data Sheet**.

Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies stated in the Proposal.

C. Submission, Opening, and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a JV shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.

17.4 The signed Proposal shall be marked "Original," and its copies marked "Copy" as appropriate. The number of copies required is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. If there are discrepancies in the delivery time of the original or copies, the time of delivery of the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**Technical Proposal**," "[*insert Name of the Assignment*]," reference number, name and address of the Consultant, and with a warning "**Do Not Open until** [*insert the date and the time of the Technical Proposal submission deadline*]."

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside a sealed envelope clearly marked "**Financial Proposal**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning, "**Do Not Open With The Technical Proposal**."

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "**Do Not Open Before** [insert the time and date of the submission deadline indicated in the **Data Sheet**]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS, and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted consultants or anyone on behalf of the Consultant to improperly influence the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of the Bank's prevailing sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time, and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals, the following shall be read out: (i) the name and the country of the Consultant or, in case of a JV, the name of the JV, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to the proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to the provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection," if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation in accordance with the process specified in the **Data Sheet** and solely on the basis of the submitted Technical and Financial Proposals.

20.3 From the time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide clarification on any matter related to the Consultant's Technical or Financial Proposal. In exceptional cases and with prior approval of ADB, the Client may request clarifications relating to minor clarifications or corrections of obvious errors or inconsistencies. This request shall be made in writing and copied to ADB.

20.4 Any request for clarification must be sent and responded to in writing and should be date-stamped.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall assess the Technical Proposals on the basis of their responsiveness to the TOR and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the RFP. Each responsive Proposal will be given a technical score. A Proposal shall be rejected if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for Quality-Based Selection

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals for Quality- and Cost-Based Selection (QCBS), Fixed Budget Selection (FBS), and Least-Cost Selection (LCS) methods

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing the Consultants that have achieved the minimum overall technical score and inform them of the date, time, and location of the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's discretion.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of the Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall then be opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no correction is made to the Financial Proposal.

Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors and (b) adjust the prices if they fail to reflect all inputs included for the activities or items in the Technical Proposal. If there is a discrepancy between (i) a partial amount (subtotal) and the total amount, or (ii) between the amount derived by multiplication of a unit price with the quantity and the total price, or (iii) between words and figures, the former will prevail. In case there is a discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantity indicated in the Financial Proposal so as to make it consistent with the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

Lump Sum Contracts

24.2 If a Lump Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 Except as set out in Subclause 25.2, all taxes are deemed included in the Consultant's Financial Proposal, and, therefore, included in the evaluation.

25.2 Any local identifiable indirect taxes levied on the contract invoices (such as sales tax, value-added tax, excise tax, or any similar taxes or levies) payable to the Client's country on the remuneration of non-resident Experts for the services rendered in the Client's country are dealt with in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet.**

27. Combined Quality and Cost Evaluation

Quality- and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant that will achieve the highest combined technical and financial score will be invited for negotiations.

Fixed-Budget Selection (FBS)

27.2 In the case of FBS, Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant that submitted the Technical Proposal with the highest score that does not exceed the budget indicated in the RFP, and invite the Consultant to negotiate the Contract.

Least-Cost Selection (LCS)

27.4 In the case of LCS, the Client will select the Consultant with the lowest evaluated total price among the consultants that achieved the minimum technical score, and invite the Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s). The representative must have a written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare the minutes of negotiations, which will be signed by the Client and the Consultant's authorized representative.

Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a prerequisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding this, the substitution of Key Experts at the negotiations may be considered if it is due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In this case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract. The substitute shall have equivalent or better qualifications and experience than the original Key Expert.

Technical negotiations

28.5 The negotiations include discussions of the TOR, the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

Financial negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump Sum contract shall not be negotiated.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which shall then be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If the disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so in writing. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

31. Procurement-Related Complaint

31.1 The procedures for making a procurement-related complaint are as specified in the **Data Sheet**.

E. Data Sheet

NOTE

"Notes to Client" shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted consultants.

A. General

ITC Clause Reference	
1 (b)	**Applicable Guidelines** Based on the provisions of the Loan or Grant Agreement, choose either: Guidelines on the Use of Consultants by ADB and its Borrowers (2013) or ADB Procurement Policy 2017 (Policy) and Procurement Regulations for ADB Borrowers 2017 (as amended from time to time) (Procurement Regulations) [*Note to Client: Please choose one or the other. DO NOT use both. In the absence of a choice being provided herein, the Policy and Procurement Regulations shall apply.*]
1 (c)	**Country of Applicable Law** [*Notes to Client: insert the country if it is other than the Client's country. Please note that the country of the Applicable Law in the contract form should be as specified in SCC 1.1 (c)*] **NOTE** *Delete if Country of Applicable Law and Client's country are the same.*
1(k)[1,2] (definitions)	**NOTE** *DO NOT MODIFY* **Experts** ADB differentiates between International and National Experts. International experts mean experts who are citizens of a country other than the Client's country who are eligible to offer consulting services for ADB-financed projects. National experts mean experts who are citizens of the Client's country. Nationals of the Client's country who possess the appropriate international experience may be considered for assignments that require international expertise in the national's own country.

1 ADB Consulting Guidelines 1.3.
2 Citizenship is determined from the passport the expert holds or other legal document in the case of national experts in certain countries who do not have passports.

2.1	**NOTE** *The name of the Client must be consistent with the LOI.* *The method of selection must be consistent with the Procurement Plan.* **Method of Selection** **Name of the Client:** **Method of selection: _____** in accordance with 1 b.
2.2	**Submission of Proposals** **Financial Proposal to be submitted together with Technical Proposal:** Yes ____ No ____ [*Notes to Client: Client shall request Financial proposal submission at the same time for QCBS, FBS, LCS, CQS, and SSS (Direct Contracting)*] **NOTE** *For CQS and Direct Contracting:* *Select Yes* *For QCBS, FBS, and LCS:* *Select Yes. Noncompliance may result in a rejection of the proposal (ITC 17.8)* *For QBS:* *Default provision is Yes (ITC 22.2)* **The name of the assignment is: _____** [*Notes to Client: indicate the name of the assignment and contract package number, as specified in the Procurement Plan.*]

2.3	**<u>Pre-proposal Conferences</u>** **A pre-proposal conference will be held:** Yes _____ or No _____ [*If "Yes," fill in the following:*] Date of pre-proposal conference: _____ Time: _____ Address: _____ Telephone: _____ Facsimile: _____ E-mail: Contact person or conference coordinator: [*insert name and title*] _____ [*Note to Client: For complex assignments, Client is advised to hold a pre-proposal meeting*] **NOTE** *Client is advised to hold a pre-proposal meeting for complex/high value assignments. The minutes of this meeting must* • *include all questions raised by shortlisted consultants without identifying the source of the questions and the Clients response to each of the questions, and* • *be circulated to all shortlisted consultants after the meeting.*
2.4	**<u>Information for Proposal Preparation</u>** The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: [*Please refer to Section 7, TOR*] **NOTE** *All available information for the preparation of the proposal (e.g., Transaction TA (TRTA) Report, Feasibility Studies, drawings) must be included in Section 7, Clause 8 (TOR) in an itemized list. This list should be restricted to the information provided by the Client only and does not include information about the Client's counterpart support and facilities.*
3.3.4	**<u>Conflicting Relationships</u>** *Insert types of conflicting relationships not specifically covered under ITC 3.3.1, 3.3.2, or 3.3.3.* *Insert "Not Applicable" if none.*

4.1	**Unfair Competitive Advantage** [*If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted consultants*] **NOTE** *If YES:* *Describe how the Unfair Competitive Advantage is mitigated.* *For example, where a shortlisted consultant has prepared the Feasibility Study related to this assignment (but is not deemed conflicted), the Client must make all relevant information regarding the Feasibility Study available to all shortlisted consultants either through hard copy or by providing specific URL links to the soft copies.* *If NO:* *Insert "Not Applicable"*
6.3.1	**NOTE** *DO NOT MODIFY* **ADB's Sanctions List** A published list of debarred firms and individuals is available at the Bank's external website http://www.adb.org/Integrity/sanctions. [*Note to Client: Client shall request access to ADB's full sanctions list through https://lnadbg4.adb.org/oga0009p.nsf/alldocs/AANA-AAFBDE?OpenDocument*]

B. Preparation of Proposals

9.1	**Language** This RFP has been issued in the English language except otherwise agreed by ADB. Proposals shall be submitted in the English language unless otherwise agreed by ADB. All correspondence shall be in the English language unless otherwise agreed by ADB. **NOTE** *Unless otherwise approved by ADB, the RFP and other relevant documents and communication should be in the English language.*

10.1	**Documents Comprising the Proposal** The Proposal shall comprise the following: **NOTE** *Pick the appropriate type of proposal and delete the rest.* **For Full Technical Proposal (FTP):** **1st Inner Envelope with the Technical Proposal:** (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1(including Statement of Undertaking if required under **Data Sheet** 10.2 below) (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 OR **For Simplified Technical Proposal (STP):** **1st Inner Envelope with the Technical Proposal:** (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1(including Statement of Undertaking if required under **Data Sheet** 10.2 below) (4) TECH-4 (5) TECH-5 (6) TECH-6 OR **For Biodata Technical Proposal (BTP):** **1st Inner Envelope with the Technical Proposal:** (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (including Statement of Undertaking if required under **Data Sheet** 10.2 below) (4) TECH-5 (5) TECH-6 AND **2nd Inner Envelope with the Financial Proposal (if applicable):** (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4

	Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and shall be supported by the following or its equivalent as deemed acceptable by ADB: • Certificate of incorporation in an ADB member country • Partnerships duly organized in an ADB member country • Universities, institutions, public sector organizations, and nongovernment organizations that are not legally incorporated shall provide other documentation that establishes their legal capacity to enter into binding and enforceable contracts with the Client (such as charter, statute, etc.). [*Please refer to CHECKLIST OF REQUIRED FORMS in Section 3.*]
10.2	**<u>Statement of Undertaking on Fraud and Corruption</u>** Statement of Undertaking is required Yes_____ or No _____ [*If Yes, make sure to include paragraph (h) in Form TECH-1*] **NOTE** *If YES:* *Client will retain para. (h) Form TECH-1 which includes the Statement of Undertaking. No other statement of undertaking is required.* *DO NOT replicate the Statement of Undertaking here.* *If NO:* *Delete para. (h) in Form TECH-1*
12.1	**<u>Proposal Validity</u>** Proposals must remain valid for [*insert a number: normally no less than 120 days*] calendar days after the proposal submission deadline (i.e., until: *insert the date*). [*Notes to Client: Duration of validity of the proposals shall be adequate to complete evaluation of the proposals, receive all necessary Government and ADB endorsements and negotiate the contract.*] **NOTE** *It is recommended that proposals be valid for 120 days.* *Any period shorter than 120 days may be inadequate for complete proposal evaluation and required endorsements.* *Any period longer than 120 days increases the risk of the proposed experts no longer being available.*

13.1	**Clarification of Request for Proposal** **Clarifications may be requested no later than ____[*insert number*] days prior to the submission deadline.** The contact information for requesting clarifications is: _____ Facsimile: _____ E-mail: _____ **NOTE** *The recommended deadline is at least 10 to 15 days before proposal submission deadline.* *The Client may also consult with ADB on any request for clarification that may be received from shortlisted consultants.* *Any fundamental, substantial change, amendment to the RFP because of request for clarification should require ADB's prior approval.* *Amendments should be transmitted to all shortlisted consultants with acknowledgment receipts.*
14.1.1	**Preparation of Proposals: Specific Considerations (Association with Shortlisted Consultants)** **Shortlisted consultants may associate with** **(a) non-shortlisted consultant(s):** Yes _____ or No _____ **(b) other shortlisted consultants:** Yes _____ or No _____ [*Notes to Client: Default provision is for (a) "Yes" and (b) "No", e.g., shortlisted consultants may not associate with other shortlisted consultants, but may associate with other non-shortlisted consultants. Any deviations from the default provisions would require ADB prior approval.*] **NOTE** *Default for (a) Yes* *Default for (b) No* *Default provisions for (a) and (b) as stipulated above are recommended to allow shortlisted firms to enhance its expertise with non-shortlisted firms.* *Any deviations will require prior approval from ADB.*

14.1.2	**Preparation of Proposals: Specific Considerations** [*DO NOT USE FOR FIXED BUDGET CONTRACTS*] [*If not used, state "Not applicable."*] [*Note to Client: state "Not applicable," if specifying minimum inputs under 14.1.3, instead of estimated inputs.*] If used, insert the following: **Estimated input of international Key Experts' time-input: ____ person-months**. **Estimated input of national Key Experts' time-input: _____ person-months.** AND/OR **Estimated total cost of the assignment: _____** [*Notes to Client: For QCBS with estimated inputs, the Client is advised to use Estimated total cost instead of maximum budget. For small value assignments with lump sum contracts with well-defined output-based TOR and professional standards, stating maximum budget without estimated inputs may suffice.*] **NOTE** *If not used, insert "Not Applicable".* *For Lump Sum:* *The Client is advised to* • *indicate estimated time input. [Clause 24.2 ITC – no adjustment allowed on the Financial Proposal (FP)]. Typically, no variation is allowed post-contract.* • *indicate estimated or maximum value of contract exclusive of indirect local taxes for easy reference during FP evaluation.* *For small value lump sum with a well-defined output-based TOR and professional standards, stating the maximum budget without estimated inputs may suffice.* *For Time-Based:* *The Client is advised* • *that estimated time input is not applicable, and* • *to indicate the estimated or the maximum value of the contract inclusive of contingency and provisional sums but exclusive of indirect local taxes for easy reference during FP evaluation. (DS 25.2)*

14.1.3	**Preparation of Proposals—Specific Considerations (Minimum Time and Cost Inputs for Time-Based Contracts)** [*If not used, state "Not applicable." If used, insert the following:*] **Minimum time-input of international Key Experts is: _____ person-months.** **Minimum time-input of national Key Experts is: _____ person-months** For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the Client will adjust the proposal price following the Guidance Note for Financial Evaluation. ADB. 2016. *Guidance Note on Financial Proposal Evaluation (Loans/Grants)*. Manila. https://www.adb.org/documents/guidance-note-financial-proposal-evaluation-loans-grants. Proposals that are quoted higher than the required minimum of time-input will not be adjusted. **NOTE** *Minimum total person-month input for the Key Experts (International and National) should be consistent with the TOR.*
14.1.4	**Only for QCBS with Maximum Budget** *Maximum budget for the assignment: _____ (indicate whether it is inclusive or exclusive of taxes)* The Client may disqualify an evaluated FP that exceeds the maximum budget. **NOTE** *For QCBS:* *Client is advised to consider the following when using the maximum budget:* *(i) For large value contracts with a long contract period and are complex in nature (e.g., civil works supervision dependent on the progress of work), it is difficult to set an accurate budget;* *(ii) Given the uncertainly above, if the Client underestimates the maximum budget, it may risk disqualification of a technically well-qualified Consultant; and* *(iii) QCBS with the Maximum Budget risks disqualification of FPs during financial evaluation if the proposed price is too close to the maximum budget. If further price adjustments are required, it may potentially invite complaints from the Consultants.* *For all other selection methods, indicate "Not Applicable."*

14.1.4 and 27.2	**<u>Only for FBS</u>** The total available budget for this Fixed-Budget assignment is: _____ [*select inclusive or exclusive*] of taxes. Proposals exceeding the total available budget will be rejected. The Proposal refers to the proposed price in Form FIN-1. [*Notes to Client: If inclusive, indicate tax estimates separately.*] **NOTE** *FBS administered by the EA uses the FIN-1 price, not the Adjusted Total Price (ATP). EA must retain the text, "The Proposal refers to the proposed price in Form FIN-1." in the Data Sheet.* *If the budget is inclusive of taxes, tax estimates must be indicated here separately.*
15.2	**<u>Format of Technical Proposal</u>** The format of the Technical Proposal to be submitted is: FTP _____ or STP _____ or BTP_____ Please refer to the Checklist of Required Forms in Section 3. Submission of the Technical Proposal in an incorrect format may lead to the Proposal being deemed non-responsive to the RFP requirements. **NOTE** *The type of TP should be consistent with the Procurement Plan.*
16.1	**<u>Financial Proposal</u>** (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Client; (7) office support staff; (8) insurance (e.g., professional liability, motor vehicle, third party, equipment, employer's liability and workers compensation unless such insurances are included in the overhead expenses); and (9) other allowances where applicable.

	[*insert other relevant type of expenses, if/as applicable*] [*The following sample list is only for time-based contracts:*] Provisional sums: insert amount, provide breakdown. For example, Workshops/Seminars/Conferences: _____ Surveys: _____ Equipment: _____ Contingency: _____ **NOTE** *The sample list provided is intended for guidance only. Items that are not applicable should be deleted, others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms.* *Indicate the amount for Provisional Sums with a breakdown of items and their corresponding amounts according to the budget as provided in the sample.* *Indicate the amount of contingency which is normally 5% to 10% of the base cost and should be consistent with the detailed budget breakdown.*
16.2	**<u>Price Adjustment</u>** [*Applies to all time-based contracts with a duration exceeding 18 months. In exceptional circumstances, it can also apply to Lump Sum contracts assignments longer than 18 months with prior agreement with ADB.*] A price adjustment provision applies to remuneration rates: Yes _____ or No _____ [*If "Yes", follow SCC 42.3 and Consultants should include indices of currency of payments as part of the Financial Proposal. The indices shall not be evaluated but will be considered during negotiations with the first-ranked firm.*] **NOTE** *<u>Time-Based Contract</u>* *Select "Yes" for a time-based contract exceeding 18 months and follow SCC 42.3.* *Adjustment of remuneration should follow provisions in SCC 42.3 of the RFP. Adjustment applies only on the remuneration because a time-based contract reimburses expenses using actual expenses and/or an agreed unit rate.* *In exceptional circumstances, this can also apply to Lump Sum contracts assignments longer than 18 months with prior agreement with ADB.* *<u>Lump Sum Contract</u>* *A lump sum contract does not have an adjustment provision because it is a contract at a fixed price agreed for the output. It is considered that a Consultant has incorporated a premium for future inflation in the Proposal; and it does not segregate individual remuneration rates.*

16.3	**Taxes** [*If the Client has obtained a tax exemption applicable to the Contract, insert* "The Client has obtained an exemption for the Consultant from payment of _____ [*insert the tax description; e.g., value-added tax, or local indirect taxes, etc.*] in the Client's country as per [*insert reference to the applicable official source that issued an exemption."*] [*If there is no tax exemption in the Client's country, insert the following:* "Information on the Consultant's tax obligations in the Client's country can be found [*insert reference to the appropriate official source*]."] **NOTE** *Choose one of the two options as appropriate. Ensure that the tax provision is consistent with SCC 43.1 and SCC 43.2.* *Provision for taxes will be finalized during contract negotiations and added to the contract as separate item (Data Sheet 25.2).*
16.4	**Currency of Proposal** The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. The Financial Proposal should state local costs in the Client's country currency (local currency): Yes _____ or No _____

C. Submission, Opening, and Evaluation

17.1	**Electronic Submission of Proposals** The Consultants [*insert "shall" or "shall not"*] have the option of submitting their Proposals electronically. *If "Yes", insert: The electronic submission procedures shall be:* [*describe the submission procedure.*] **NOTE** *The Client should seek ADB's prior approval for any proposed electronic submission to be used for bidding or selection of Consultants.*

17.4	**<u>Submission of Proposals</u>** The Consultant must submit: (a) Technical Proposal: (i) one (1) original and ____ [*insert number*] copies to the Client; and (ii) one (1) softcopy in PDF format to ADB Headquarters, Manila at: loanconsultingproposals@adb.org and include the following information on the subject line of the e-mail: Client, Country, Project, name of Consultant). The FINANCIAL PROPOSAL SHALL NOT BE INCLUDED. (b) Financial Proposal: one (1) original to the Client. Procedures as described in 17.1 will apply for electronic submissions. **NOTE** ***If electronic submission will be used by the EA as indicated in Data Sheet 17.1 then EA would not require hard copies.*** ***<u>For QBS</u>*** ***If Financial Proposals will not be invited together with the Technical Proposals pursuant to ITC 22.2, delete item (b).***
17.7 and 17.9	**<u>Deadline for the Submission of Proposals</u>** The Proposals must be received at the address below no later than: Date: ____*day/month/year* [*e.g., 15 January 2020*] Time: ____ [*insert time in 24-hour format, e.g., 16:00 local time*] [*If appropriate, add a translation of the warning marking ["Do not open"] in the national language to the outer sealed envelope*] The Proposal submission address is: _____ The Consultant is requested to submit copies of the Technical Proposal at the same time to ADB HQ in Manila and ADB Resident Mission: <u>For ADB HQ, Manila:</u> One (1) softcopy in PDF format to ADB Headquarters, Manila at loanconsultingproposals@adb.org <u>For ADB Resident Mission in the Country:</u> [*Insert e-mail address of ADB Resident Mission*] [*Note to Client: Proposal submission on or before the deadline shall be recorded by the Client when the Client receives the original proposal that comprises the technical and financial proposals and its copies as indicated in DS17.4.*] **NOTE** ***The Client should ensure that the dates and time indicated in this section are updated prior to issuance of RFP.***

19.1	**<u>Opening of Technical Proposals</u>** An online option for the opening for the Technical Proposals is offered: Yes _____ or No _____ **NOTE** *For opening of paper-based submission* *Select "No"* [*If yes, insert "The online opening procedure shall be: [describe the procedure for online opening of Technical Proposals]".*] **NOTE** *Complete the information on Technical Proposal opening by indicating the address, date, and time.* *The date of opening the Technical Proposal shall be the same as indicated in Data Sheet 17.7.* The opening shall take place at: *Insert: "same as the Proposal submission address" OR insert and fill in the following:* *Street Address:* _____ *Floor, room number:* _____ *City:* _____ *Country:* _____ Date: _____same as the submission deadline indicated in 17.7. Time: _____ *insert time in 24-hour format, for example – 16:00 local time* [*The time should be immediately after the time for the submission deadline.*] **NOTE** *The date of opening the Technical Proposal shall be the same as indicated in Data Sheet 17.7.* *The time of opening the Technical Proposal shall be immediately after the proposal submission deadline indicated in Data Sheet 17.7.*

19.2	**Information to be read out and recorded during the opening of the Technical Proposals** In addition, the following information will be read aloud at the opening of the Technical Proposals: **NOTE** *DO NOT MODIFY* Confirmation that invitation to submit proposal was not transferred to another party. [*Include all additional information to be read out and recorded in the opening minutes.*] **NOTE** *Refer to ITC 19.2 for the information required during Technical Proposal opening.* *Include additional information to be read out and recorded in the opening minutes.*
20.2	**Financial and Technical Proposal Evaluation** **NOTE** *DO NOT MODIFY* The Client will follow the Guidance Note on Financial Evaluation. ADB. 2016. *Guidance Note on Financial Proposal Evaluation (Loans/Grants)*. Manila. https://www.adb.org/documents/guidance-note-financial-proposal-evaluation-loans-grants.
21.1	**Evaluation Criteria** The evaluation criteria, sub-criteria, and point system are specified in the Summary and Personnel Evaluation Sheets that are attached to the **Data Sheet**. The minimum technical score (St) required to pass is 750 (maximum 1,000 points.) **NOTE** *Any deviation to the standard evaluation criteria and sub-criteria should be reflected in the Summary and Personnel Evaluation Sheets that are attached to the Data Sheet and should have prior approval by ADB.*

23.1	**Public Opening of Financial Proposals** An online option of the opening of the Financial Proposals is offered: Yes _____ or No _____ *If yes, insert "The online opening procedure shall be:* [*describe the procedure for online opening of Financial Proposals, including the allowance for online presence of Consultants that submitted Proposals, if possible.*]" **NOTE** *Paper-based submission: Select "No."* *For online submission: Select "Yes" and describe procedure for online opening of Financial Proposals. Opening of Financial Proposals should be done on a scheduled date.*
25.2	**Taxes** For the purposes of the evaluation, the Client will exclude (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts of the Consultant in the Client's country. At contract negotiations, all applicable indirect local taxes will be discussed and agreed (using the itemized list as guidance but not limiting to it) and added to the contract amount in a separate line, also indicating which taxes shall be paid by the Consultant and which are withhold and paid by the Client on behalf of the Consultant. **NOTE** *In exceptional cases only, in particular, in case of subnational lending, when indirect taxes cannot be fully identified, replace the text in Data Sheet 25.2 with:* *"For evaluation purposes, such taxes are deemed included in the Consultant's financial proposal."* *The comments in Data Sheet 14.1.2 for Indirect Local Taxes has more information.*

26.1	**<u>Conversion into Single Currency</u>** The single currency for the conversion of all prices expressed in various currencies into a single one is: _____ [*indicate local currency or fully convertible foreign currency. For ease of comparison, it is preferable to indicate in the currency of the budget.*] The official source of the selling (exchange) rate is: _____ The date of the exchange rate is: _____ [*The date shall not be earlier than 4 weeks prior to the deadline for submission of proposals and no later than the date of the original validity of Proposals.*] **NOTE** *Indicate the local currency or fully convertible foreign currency.* *For ease of comparison, it is preferable to indicate in the currency of the budget stated in Data Sheet 14.1.2 (for QCBS) or in Data Sheet 14.1.4/27.2 (for FBS).* *The date shall not be earlier than 4 weeks prior to the deadline for submission of Proposals and no later than the date of the original validity of Proposals.*
27.1	**<u>QCBS Only</u>** The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 1,000. The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows: Sf = 1,000 x Fm/F, in which "Sf" is the financial score, "Fm" is the lowest Evaluated Total Price (ETP), which is equal to the Adjusted Total Price (ATP) less the Non-competitive Component, i.e., provisional sums and contingency; and "F" is the ETP of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = _____ [*Insert weight*], and P = _____ [*Insert weight*]. [*Note to the Client: Values for T and P shall be consistent with those indicated in the Procurement Plan.*] Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%. **NOTE** *Indicate the Quality-Cost Ratio (T and P) that is consistent with the Procurement Plan.* *<u>For QBS</u>* *Delete the contents of this clause and indicate "Not applicable."*

D. Negotiations and Award

28.1	**Negotiations** Expected date and address for contract negotiations: Date: _____ [*insert day/month/year*] Address: _____ **NOTE** *Client should ensure that the dates and time indicated in this section are updated prior to issuance of RFP.*
30.1	**Contract Award Notice** The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: _____ [*insert the website(s) address where the information will be published.*] The publication will occur within [*insert number of*] days after the contract signing. **NOTE** *Indicate the Client's website address where the information will be published.*
30.2	**Date of Commencement of Services** Expected date for the commencement of the Services: Date:_____ [*Insert month and year*] at: _____ [*Insert location*] **NOTE** *Client should ensure that the dates and time indicated in this section are updated prior to issuance of RFP.*

35.1	**Procurement-Related Complaints** The procedures for making a procurement-related complaint are detailed in paragraphs 1.31 and 1.32 of the Procurement Regulations. If a Consultant wishes to make a procurement-related complaint, the Consultant shall submit its complaint following these procedures, in writing (by the quickest means available, such as by e-mail or fax), to: For the attention: [*insert full name of person receiving complaints*] Title or position: [*insert title or position*] Client: [*insert name of Client*] Project: [*insert name of Project*] E-mail address: [*insert e-mail address*] Fax number: [*insert fax number or delete if not used*] In summary, a procurement-related complaint may challenge any of the following: (i) the terms of this Request for Proposal; (ii) the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and (iii) the Client's decision to award the contract.

[*Insert the Summary and Personnel Evaluation Sheet based on the type of Proposal used.*]

Appendix 1: Summary and Personnel Evaluation Sheet for Full Technical Proposal
https://www.adb.org/sites/default/files/page/83267/full-technical-proposal.xls

Appendix 2: Summary and Personnel Evaluation Sheet for Simplified Technical Proposal
https://www.adb.org/sites/default/files/page/83267/simplified-technical-proposal.xls

Appendix 3: Summary and Personnel Evaluation Sheet for Biodata Technical Proposal
https://www.adb.org/sites/default/files/page/83267/biodata-technical-proposal.xls

NOTE

The Summary Evaluation Sheet (SES) and Personnel Evaluation Sheet (PES) should contain the evaluation criteria that the Client shall use to evaluate the Proposals from shortlisted consultants. The Client should attach the appropriate SES and PES spreadsheets based on the type of proposal.

Please download the latest SES and PES template from the ADB website that contains the formula and links. Before proceeding, it is important to ensure accuracy of the formula and links including the rating range, such as: Excellent (100%), Very Good (90%–99%), Above Average (80%–89%), Average (70%–79%), Below Average (1%–69%), and Non-Complying (0%).

The positions or titles of Key Experts (international and national) should be consistent with the TOR and Narrative Evaluation Criteria (NEC).

If the Team Leader is one of the proposed Key Experts, provide a separate row for the evaluation of the expert for Team Leadership (both in SES and PES). The Team Leader will be evaluated for two aspects: his team leadership skills and his technical expertise.

When the TOR requires multiple experts for a position such as the Resident Engineer, the SES must provide a line for each expert, e.g., Resident Engineer 1, Resident Engineer 2, and Resident Engineer 3.

The Client should ensure that only the Key Experts whose roles are critical to the assignment should be evaluated and included in the SES and PES. This is because distributing the 700 evaluation points to more than 10 Key Experts will dilute the purpose of the evaluation and is a tedious exercise that will not result in a realistic evaluation of key personnel whose expertise are vital to the project.

Do not include the non-key experts and contractual or support staff in the SES and PES even if they are defined in the TOR. The CVs of non-key experts will be evaluated on a pass or fail basis based on a sufficient set of criteria.

The Client should seek ADB's prior approval for any deviation from the standard SES and PES templates.

F. Disqualification of an Expert

	Zero (0%) rating resulting in disqualification will be given to a nominated expert in particular circumstances:	Reference
1.	The expert is proposed for a national position but is not a citizen of that country.	ITC 6.2
2.	The expert failed to state his citizenship on the curriculum vitae.	ITC 6.1/2, Section 6, TECH-6
3.	The expert is a current employee of the Client.	ITC 6.2/6.3.4, TECH-6
4.	The Consultant and the expert failed to disclose any situation of an actual or potential conflict of interest, sanctions, criminal records, or other information that would make the expert ineligible under Sections 5 and 6 about the expert.	ITC 3/6.2, Section 5, 6

Section 3: Technical Proposal—Standard Forms

NOTE

Notes to Consultant shown in brackets throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should be deleted in the final proposal to be submitted.

Checklist of Required Forms

Required for FTP, STP, or BTP			FORM	DESCRIPTION	Page Limit		
FTP	STP	BTP					
√	√	√	TECH-1	Technical Proposal Submission Form.			
√	√	√	TECH-1 Attachment	Proof of legal status and eligibility			
"√" If applicable			TECH-1 Attachment	If the Proposal is submitted by a Joint Venture (JV), attach a letter of intent or a copy of an existing agreement.			
"√" If applicable			Power of Attorney	No pre-set format/form. In the case of a JV, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.			
FTP	STP	BTP			FTP	STP	BTP
√			TECH-2	Consultant's Organization and Experience			
√			TECH-2A	A. Consultant's Organization	2	n/a	n/a
√			TECH-2B	B. Consultant's Experience	20	n/a	n/a

Required for FTP, STP, or BTP			FORM	DESCRIPTION	Page Limit		
√			TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client	For the FTP, the total number of pages for combined forms TECH-3 (FTP) and TECH-4 (FTP) should not exceed 50. A page is defined as one printed side of A4 or letter-sized paper.		
√			TECH-3A	A. On the Terms of Reference	n/a	n/a	n/a
√			TECH-3B	B. On the Counterpart Staff and Facilities	2	n/a	n/a
√	√		TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	50	10	1
√	√	√	TECH-5	Work Schedule and Planning for Deliverables	n/a	n/a	n/a
√	√	√	TECH-6A	Team Composition, Key Experts Inputs,	n/a	n/a	n/a
√	√	√	TECH 6B	Attached Curriculum Vitae (CV)	5 per CV	5 per CV	5 per CV

Form TECH-1

NOTE

The Consultant must accomplish the Technical Proposal Submission Form (TECH-1) on its letterhead, which should clearly show the Consultant's complete name and address. The form should be signed by the authorized signatory appointed in the Power of Attorney.

Technical Proposal Submission Form

[*Insert location, date*]

To: [*Insert name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*insert title of assignment*] in accordance with your Request for Proposals dated [*insert Date*] and our Proposal. [*Select appropriate wording depending on the selection method stated in the RFP:* "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" *or, if only a Technical Proposal is invited* "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."].

[*If the Consultant is a Joint Venture (JV), insert the following:*] We are submitting our Proposal in a joint venture with: *Insert a list with full name and the legal address of each member, and indicate the lead member.* We have attached a copy insert: "of our letter of intent to form a joint venture" *or, if a JV is already formed*, "of the joint venture agreement" signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said JV.

OR

If the Consultant's Proposal includes Sub-Consultants, insert the following: We are submitting our Proposal with the following firms as Sub-Consultants: *Insert a list with full names and countries of each Sub-Consultant.*

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in Data Sheet Clause 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6.

(e) Neither we, nor our joint venture or associate partners or sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.

(f) Except as stated in **Data Sheet** Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(h) [*Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following:* In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the **Data Sheet**.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:_____

Name and Title of Signatory:_____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

[*For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.*]

Form TECH-2
(for Full Technical Proposal Only)

NOTE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-Consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role or involvement.

For Consultants' previous similar assignments successfully completed (B-1), the Client should indicate the required number of years as indicated in the TOR.

Consultant's Organization and Experience

A. Consultant's Organization

1. Provide a brief description of the background and organization of your company, and—in case of a JV—of each member for this assignment.
2. Include an organizational chart, a list of Board of Directors, and beneficial ownership.[1]

B. Consultant's Experience

1. List only previous similar assignments successfully completed in the last [*insert number of years*] years.
2. List only assignments for which the Consultant was legally contracted by the Client as a company or was one of the JV partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or Sub-Consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if requested by the Client.

[1] Beneficial ownership shows all owners and major shareholders of the company, including any person or entity who enjoys the benefit of ownership including, but not limited to, power of control and influence of the business transactions, receiving dividends or profit share. This includes direct or indirect ownership of the company (e.g., ownership by close relatives).

Duration	Assignment name and brief description of main deliverables or outputs	Name of Client and Country of Assignment	Approximate Contract value (in $ or €)/ Amount Paid to Your Firm	Role on the Assignment
Example 1: January 2009– April 2010	Improvement quality of.....": designed master plan for rationalization of .....;	Ministry of ....., [*insert country*]	$1 million	Lead partner in a JV A&B&C
Example 2: January– May 2008}	Support to subnational government: drafted secondary level regulations on.....	Municipality of....., [*insert country*]	$0.2 million	Consultant

Form TECH-3
(for Full Technical Proposal)

NOTE

Form TECH-3: The Consultant will write its comments and suggestions on the Terms of Reference that could improve the quality or effectiveness of the assignment; and on the requirements for counterpart staff and facilities, which are provided by the Client, including administrative support, office space, local transportation, equipment, data, etc.

Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to Be Provided by the Client

A. On the Terms of Reference

[*Insert improvements to the Terms of Reference, if any*]

B. On Counterpart Staff and Facilities

[*Include comments on counterpart staff and facilities to be provided by the Client, e.g., administrative support, office space, local transportation, equipment, data, background reports, etc., if any.*]

Form TECH-4
(for Full Technical Proposal Only)

NOTE

Form TECH-4 is a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference

The suggested structure of the Technical Proposal (in FTP format) is as follows:

(i) **Technical Approach and Methodology.** Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology that would be adopted for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Do not repeat the TOR here.

(ii) **Work Plan.** Outline the plan for the implementation of the main activities or tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.

(iii) **Organization and Staffing.** Describe the structure and composition of the team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff.

Form TECH-4
(for Simplified Technical Proposal Only)

NOTE

Form TECH-4 is a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

Description of Approach, Methodology, and Work Plan for Performing the Assignment

The suggested structure of the Technical Proposal is as follows:

(i) **Technical Approach, Methodology, and Organization of the Consultant's Team.** Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology that would be adopted for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Do not repeat the TOR here.

(ii) **Work Plan and Staffing.** Outline the plan for the implementation of the main activities or tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible work plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.

(iii) **Comments (on the Terms of Reference and on Counterpart Staff and Facilities).** Suggestions should be concise and to the point, and incorporated in the Proposal. Include comments on counterpart staff and facilities to be provided by the Client, if any (e.g., administrative support, office space, local transportation, equipment, data, background reports, etc.).

Form TECH-5
(for FTP, STP, and BTP)

NOTE

Form TECH-5 should include the list of deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase. The duration of activities shall be indicated in the form of a bar chart. Include a legend, if necessary, to help read the chart.

Work Schedule and Planning for Deliverables

N°	Deliverables[a] (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	(e.g., Deliverable #1: Report A												
	1. Data Collection												
	2. Drafting												
	3. Inception Report												
	4. Incorporating Comments												
	5.												
	6. Delivery of Final Report to Client)												
D-2	(e.g., Deliverable #2:.....)												
n													

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. The duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Form TECH-6A
(for FTP, STP and BTP)

NOTE

Consultants should consider the following in the preparation of the Team Composition, Assignment, and Key Experts' Inputs.

1. *For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.*
2. *Months are counted from the start of the assignment or mobilization. There are 22 working (billable) days in 1 month and no less than 8 working hours in 1 working day.*
3. *"Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence, at the Client's request.*

   ▬ *Full time input*

   ▨ *Part time input*

Team Composition, Assignment, and Key Experts' Inputs

N°	Name, Nationality, and DOB	Expert's Input (in person-month) per Deliverable (listed in TECH-5)												Total Time-Input (in months)		
		Position		D-1		D-2		D-3	.....		D-...			Home	Field	Total
KEY EXPERTS																
International																
K-1	e.g., Mr. A, PAK, 15.06.1954	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]								
			[Field]	[0.5 m]		[2.5]		[0]								
K-2	e.g., Mr. B, USA, 20.04.1969															
K-3																
National																
n																
											Subtotal					
NON-KEY EXPERTS																
N-1			[Home]													
			[Field]													
N-2																
											Subtotal					
											Total					

DOB = date of birth.

Consultants should consider the following in the preparation of the Team Composition, Assignment, and Key Experts' Inputs:

(i) For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
(ii) Months are counted from the start of the assignment or mobilization. There are 22 working (billable) days in 1 month and no lessthan 8 working hours in 1 working day.
(iii) "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence, at Client's request.

Full time input

Part time input

Form TECH-6B

NOTE

Note to Consultant: Each Curriculum Vitae (CV) should have a maximum of five pages.

Curriculum Vitae for International or National Experts

1. **Proposed Position:** [*TOR Expertise*]

2. **Name of Firm:** [*Insert name of firm proposing the expert, if applicable*]

3. **Name of Expert:** [*Insert Consultant Name*]

4. **Current Residential Address:** _____
   Telephone No.: _____
   Fax No.: _____
   E-Mail Address: _____

5. **Date of Birth:** _____ **Citizenship:** _____

6. **Education:** [*Indicate college or university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment*] _____

7. **Membership in Professional Associations:** _____
   _____

8. **Other Trainings:** [*Indicate significant training since degrees under 5. Education were obtained*] _____
   _____

9. **Countries of Work Experience:** [*List countries where expert has worked in the last 10 years*]: _____
   _____

10. **Languages:** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*] _____
    _____

11. **Employment Record:** [*Starting with present position, list in reverse order every employment held by expert since graduation, providing for each employment: dates of employment, name of employing organization, positions held.*]

From [*Month/Year*]: _____ To [*Month/Year*]: _____

Employer: _____

Positions held: _____

12. **Detailed Tasks Assigned** [*List all tasks to be performed under this assignment*]	13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned** [*Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed in line 11.*] Name of assignment or project: _____ Month and year: _____ Location: _____ Client:_____ Main project features: _____ Positions held: _____ Activities performed: _____

14. **Certification:**

I, the undersigned, certify to the best of my knowledge and belief that

(i) This CV correctly describes my qualifications and experience;

(ii) I am not a current employee of the Executing or the Implementing Agency;

(iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH-6 provided team mobilization takes place within the validity of this proposal;

(iv) I was not part of the team who wrote the terms of reference for this consulting services assignment;

(v) I am not currently debarred by a multilateral development bank or temporarily suspended by ADB;

(vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the [insert name of project and contract]. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

If the CV is signed by the firm's authorized representative, insert:

(vii) I, as the authorized representative of the firm submitting this Proposal for the [insert name of project and contract], certify that I have obtained the consent of the named expert to submit his/her CV, and that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal, and confirm his/her compliance with paras (i) to (v) above.

I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[*Signature of expert or authorized representative of the firm*][1] Day/Month/Year

Full name of authorized representative: _____

[1] This CV can be signed by the authorized representative of the Consultant provided during proposal submission. If the Consultant's proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

Section 4: Financial Proposal—Standard Forms

NOTE

Notes to Consultant shown in brackets and italics provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

NOTE

The authorized representative of the Consultant who signs the Proposal is advised to initial all pages of the original Financial Proposal.

FIN-1: Financial Proposal Submission Form

FIN-2: Summary of Costs

FIN-3: Breakdown of Remuneration

FIN-4: Other Expenses, Provisional Sums, and Contingency

Form FIN-1
Financial Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*insert title of assignment*] in accordance with your Request for Proposal dated [*insert date*] and our Technical Proposal.

Our attached Financial Proposal is for the amount of [*Insert amount(s) in words and figures. In the event the proposal involves multiple currencies, indicate the corresponding amount for each currency*], excluding all indirect local taxes in accordance with Clause 25.2 in the **Data Sheet**. The estimated amount of local indirect taxes is [*insert currency amount in words and figures*], which shall be confirmed or adjusted, if needed, during negotiations. [*Please note that all amounts shall be the same as in Form FIN-2.*]

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in Clause 12.1 of the **Data Sheet**.

Commissions, gratuities, or fees that we have paid or will pay to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency or Gratuity	Purpose of Commission

If no payments are made or promised, add the following statement: "No commissions, gratuities, or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

[*For a joint venture, either all members shall sign or only the lead member or consultant, in which case the power of attorney to sign on behalf of all members shall be attached.*]

Form FIN-2
Summary of Costs

Item	Cost			
	[*Consultant must state the proposed costs in accordance with Clause 16.4 of the Data Sheet. Payments will be made in the currency(ies) expressed. Delete columns which are not used.*]			
	Insert foreign currency # 1	*Insert foreign currency # 2, if used*	*Insert foreign currency # 3, if used*	*Insert local currency, if used and/or required (16.4 Data Sheet)*
Competitive Components				
Remuneration, Key Experts				
Remuneration, Non-Key Experts				
Reimbursable Expenses				
Subtotal				
Non-Competitive Components				
Provisional Sums				
Contingency				
Subtotal				
Total Cost of the Financial Proposal[1]				
Indirect Local Tax Estimates[2]				
(i) [*insert type of tax, e.g., VAT or sales tax*]				
(ii) [*e.g., income tax on non-resident] experts*]				
(iii) [*insert type of tax*]				
Total Estimate for Indirect Local Tax:				

[1] Should match the amount in Form FIN-1.
[2] To be discussed and finalized at the negotiations if the Contract is awarded.

Form FIN-3
Breakdown of Remuneration[1]

NOTE

When used for Lump Sum Contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump Sum Contracts.

[1] In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

No.	Name Position (as in TECH-6)	Nationality Firm	Currency	Person-Month Remuneration Rate (Home) Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Home) Time Input in Person/Month (from TECH-6) (Field)	*Currency 1- as in FIN-2*	*Currency 2- as in FIN-2*	*Currency 3- as in FIN-2*	*Local Currency- as in FIN-2*
	KEY EXPERTS (International)[2]								
1.									
2.									
		Subtotal Costs							
	KEY EXPERTS (National)								
1.									
2.									
		Subtotal Costs							
		Total Costs: Key Experts (International and National)							
	NON-KEY EXPERTS								
1.									
2.									
		Total Costs: Non-Key Experts							
		TOTAL COSTS: KEY AND NON-KEY EXPERTS							

[2] As identified in the Summary and Personnel Evaluation Sheet.

Consultant's Representations Regarding Costs and Charges (Expanded form to FIN-3—QBS, CQS, and SSS)

(Expressed in [*insert name of currency**])

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/ Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Profit[2]	Away-from-Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/ Hour[1]
Home Office									
Client's Country									

* If more than one currency is used, use additional table(s), one for each currency.

1. Expressed as percentage of 1.
2. Expressed as percentage of 4.

Sample Form

Consultant: Country:
Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed, which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away-from- home office allowances indicated here are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the last 3 years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

.....
[Name of Consultant]

....
Signature of Authorized Representative Date

Name: .....

Title: .....

Appendix A: Financial Negotiations—Breakdown of Remuneration Rates

1. Review of Remuneration Rates

1.1 The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. The attached sample form in FIN-3 (Sample Form) can be used to provide a breakdown of rates.

1.2 If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.

1.3 At the negotiations, the firm shall be prepared to disclose its audited financial statements for the last 3 years to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

1.4 Rate details are discussed below:

(i) **Salary.** This is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) **Bonuses.** These are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the salary and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted down accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) **Social charges.** These are the costs of non-monetary benefits and may include, among others, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

(iv) **Cost of leave.** The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

(v) **Overheads.** These are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In this case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

(vi) **Profit.** This is normally based on the sum of the salary, social costs, and overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.

(vii) **Away-from-home office allowance or premium or subsistence allowances.** Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of the salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

Form FIN-4 Breakdown Of Other Expenses, Provisional Sums, and Contingency

NOTE

When used for Lump Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump Sum contracts.

Type of Expenses, Provisional Sums, and Contingency	Quantity	Unit	Currency	Unit Price	*[Currency # 1- as in FIN-2]*	*[Currency # 2- as in FIN-2]*	*[Currency# 3- as in FIN-2]*	*[Local Currency- as in FIN-2]*
Reimbursable Expenses								
[*e.g., Per diem allowances*]	[*Day*]							
[*e.g., International flights*]	[*RT*]							
[*e.g., In/out airport transportation*]	[*Trip*]							
[*e.g., Communication costs*]								
[*e.g., reproduction of reports*]								
[*e.g., Office rent*]								
Subtotal: Reimbursable Expenses								
Provisional Sums								
Item 1								
Item 2								
Subtotal: Provisional Sums								
Contingency								
Total: Reimbursable Expenses + Provisional Sums + Contingency								

* Provisional Sums and Contingency must be expressed in the currency indicated in the Data Sheet.

Section 5: Eligible Countries

NOTE

The Client should check the Reports and Recommendations of the President (RRP) and Project Administration Manual (PAM) if universal procurement will apply on this project.

For Contracts to be financed by loans/grants from

1. OCR without cofinancing resources:

Unless a waiver of ADB member country procurement eligibility restrictions was approved by the ADB Board of Directors, please insert the most recent list of ADB member countries obtainable from www.adb.org/about/members.

EXCEPTION: If any other contract under the project is financed by cofinancing resources that are administered by ADB (other than those listed in paragraph 2 below), then please state "No nationality restrictions apply, other than any restrictions arising from ITB 4.7."

2. Regular loan from OCR with cofinancing resources from any one of the following funds:

(i) Asian Clean Energy Fund,

(ii) Japan Fund for Poverty Reduction,

(iii) Investment Climate Facilitation Fund,

(iv) Japan Fund for the Joint Credit Mechanism, and

(v) e-Asia and Knowledge Partnership Fund,

Unless a waiver of ADB member country procurement eligibility restrictions was approved by the ADB Board of Directors, please insert the most recent list of ADB member countries obtainable from www.adb.org/about/members.

3. Concessional loan from OCR with cofinancing resources from any one of the following funds:

(i) Asian Clean Energy Fund,

(ii) Japan Fund for Poverty Reduction,

(iii) Japan Fund for Public Policy Training,

(iv) Japan Fund for Information and Communication Technology,

(v) Investment Climate Facilitation Fund, and

(vi) e-Asia and Knowledge Partnership Fund,

Unless a waiver of ADB member country procurement eligibility restrictions was approved by the ADB Board of Directors, please insert the most recent list of ADB member countries obtainable from www.adb.org/about/members.

4. Regular loan from OCR with cofinancing resources other than those listed in paragraph 2 above:

Please state "No nationality restrictions apply, other than any restrictions arising from ITB 4.7."

5. Concessional loan from OCR with cofinancing resources other than those listed in paragraph 3 above:

Please state "No nationality restrictions apply, other than any restrictions arising from ITB 4.7."

6. ADF without cofinancing resources:

Unless a waiver of ADB member country procurement eligibility restrictions was approved by the ADB Board of Directors, please insert the most recent list of ADB developed member countries that have contributed to ADF resources, and all ADB developing member countries.

EXCEPTION: If any other contract under the project is financed by cofinancing resources that are administered by ADB (other than those listed in paragraph 7 below), then please state "No nationality restrictions apply, other than any restrictions arising from ITB 4.7."

7. ADF with cofinancing resources from any one of the following funds:

(i) Asian Clean Energy Fund,

(ii) Japan Fund for Poverty Reduction,

(iii) Japan Fund for Public Policy Training,

(iv) Japan Fund for Information and Communication Technology,

(v) Investment Climate Facilitation Fund, and

(vi) e-Asia and Knowledge Partnership Fund,

Unless a waiver of ADB member country procurement eligibility restrictions was approved by the ADB Board of Directors, please insert the most recent list of ADB developed member countries that have contributed to ADF resources, and all ADB developing member countries.

8. ADF with cofinancing resources other than those listed in paragraph 6 above:

Please state "No nationality restrictions apply, other than any restrictions arising from ITB 4.7."

Section 6: Anticorruption Policy; Standards of Conduct

NOTE

This Section 6 shall not be modified.

Anticorruption Policy

The anticorruption policy of the Asian Development Bank (ADB) requires that borrowers (including beneficiaries of ADB-financed activity), as well as consultants under ADB-financed contracts, observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this policy, in the context of these Guidelines, ADB

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) A "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.

(ii) A "fraudulent practice" means any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(iii) A "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party.

(iv) A "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(v) "Abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard.

(vi) Conflict of interest, means any situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

(vii) "Obstructive practice" means

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation;

(b) making false statements to investigators to materially impede an ADB investigation;

(c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity investigation;

(d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

(e) materially impending the Bank's contractual rights of audit or access to information; and

(vi) Integrity violation is any act that violates ADB's Anticorruption Policy, including items (i) to (vii) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.

(b) will reject a proposal for an award if it determines that the consultant recommended for the award has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Client engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;

(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate[1] in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

(e) will have the right to require that a provision be included in request for proposals and in Contracts financed by ADB, requiring Consultants to permit ADB or its representative to inspect their accounts and records and other documents relating to the Financial and Technical Proposals and contract performance and to have them audited by auditors appointed by ADB.

Standards of Conduct

The Consultant shall ensure that its employees, Experts, and Sub-Consultants observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct, and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Consultant shall take appropriate action against any employees, Expert, or Sub-Consultants, including suspension or termination of employment, contract, or sub-contract, if any form of unethical or inappropriate behavior is identified.

The Consultant shall conduct training programs for its employees, Experts and Sub-Consultants to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Consultant shall keep an up to date record of its employees and Sub-Consultants who have attended and completed such training programs and provide such records to the Client or ADB at their first written request.

[1] Whether as a Consultant, Sub-Consultant, or Key Expert; or in any other capacity specified in the Contract.

The following definitions shall apply in these Standards of Conduct:

(a) "Bullying" is a form of harassment consisting of repeated or persistent aggression or other malicious behavior in any form by one or more persons, which has the effect of humiliating, belittling, offending, intimidating, or discriminating against another person. It may include persistent, unwarranted, or unconstructive criticism, personal abuse and/or ridicule, either in public or private, which humiliates or demeans the individual targeted, gradually eroding or intending to erode the person's self-confidence. Appropriately conveyed criticism , disapproval, negative performance assessment, and similar appraisal, by themselves do not constitute bullying or harassment.

(b) "Discrimination" is the inappropriate differentiation between individuals or groups. Such discrimination includes differentiation based on characteristics such as race, color, nationality, national, social or ethnic origin, religion or similar belief, language, political or other opinion or affiliation, gender, gender identity, sexual orientation, family or civil status, health status, size, or physical ability.

(c) "Harassment" is any unwarranted or unwelcome behavior, whether verbal, psychological, or physical, that interferes with work or creates an intimidating, hostile or offensive work environment. Harassment includes, but is not limited to, bullying and sexual harassment.

(d) "Integrity" means a firm adherence to ADB's Anticorruption Policy (1998, as amended to date), the Integrity Principles and Guidelines (2015, as amended from time to time), and to the highest ethical standards.

(e) "Misconduct" is behavior, or an act or omission, which is unacceptable or improper, contrary to the principles or rules of ADB, or is illegal or unethical. Misconduct may not necessarily be intentional and can arise from neglect, recklessness or mismanagement. Misconduct includes, but is not limited to, (i) the failure to observe these standards or other rules, regulations, guidelines, or procedures; or (ii) conduct, actions, or omissions, within and outside ADB, that risk discrediting or disgracing ADB, bringing ADB into disrepute, or could undermine the integrity of ADB's policies, processes, or procedures.

(f) "Respect" refers to interacting with all others in the work environment in a professional, positive, and inclusive manner, regardless of hierarchical role or rank. This includes treating others with due consideration, courtesy, dignity, and open-mindedness, as well as working without prejudice or bias toward individuals or institutions that have different characteristics, backgrounds, and viewpoints.

(g) "Retaliation" is any detrimental act, direct or indirect, recommended, threatened, or taken against anyone who has raised or is considering raising a complaint of misconduct whether formally as whistleblower or witness or person associated with a whistleblower or witness or otherwise, in a manner material to the complaint because of a report of or cooperation with an ADB investigation into any form of (alleged) misconduct. Retaliation can include, but is not limited to, harassment, discriminatory treatment, assignment of work outside the corresponding job description, withdrawal of work assignments contained in the job description, inappropriate performance appraisals or salary adjustments, or the withholding of an entitlement.

(h) "Sexual Harassment" is any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature that results in physical, sexual, or psychological harm or suffering to another person, or which is made or suggested to be a condition of employment, promotion, or other personnel action or creates an intimidating, hostile, or offensive environment.

Section 7: Terms of Reference

NOTE

Sample Structure

1. Project Background _____

2. Purpose of the Assignment (and how they relate or contribute to the overall project objectives) _____

3. Duration and Location of the Services _____

4. Scope of Services

[*If the Services consist of or include the supervision of civil works, the following action that require prior approval by the Client shall be added: "Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required."*]

5. Detailed Outputs of the assignment (and applicable quality standards, where applicable)

5.1 Key Timelines or Milestones
5.2 Team Composition and Qualification Requirements for the Key Experts (and Any Other Requirements that Will Be Used for Evaluating the Key Experts under Data Sheet 21.1 of the ITC)
5.3 Reporting Requirements and Time Schedule for Deliverables

At a minimum, list the following:

(i) format, frequency, and contents of reports;
(ii) number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;
(iii) dates of submission; and
(iv) persons [indicate names, titles, submission address] to receive them; etc.

5.4 Relevant background information or materials for the assignment
5.5 Indication is downstream work is potentially considered
5.6 Training and capacity building requirement—specify
5.7 Equipment procurement—specify procurement, asset management and transfer and insurance requirements

6. Scope of Services, Tasks (Components), and Expected Deliverables

6.1 _____
6.2 [*indicate if downstream work is required*]
6.3 [*indicate if training is a specific component of the assignment*]

7. Client's Input and Counterpart Personnel

   (a) Services, facilities, and property to be made available to the Consultant by the Client:
   _____ [*list/specify*]

   (b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:
   _____ [*list/specify*]

8. Client will provide the following inputs, project data, and reports to facilitate preparation of the Proposals: [*List or specify and attach. If none, state N/A*]

Section 8: Conditions of Contract and Contract Forms

Foreword

1. There are two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump Sum Contract) included in the Master Document for Selection of Consultants prepared by participating multilateral development banks.

2. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and the Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) other expenses, provisional sums and contingency using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.

3. **Lump Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump Sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.

4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts above a monetary threshold established by the Asian Development Bank.

Harmonized Standard Form of Contract

Consultant's Services Time-Based

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Anticorruption Policy; Standards of Conduct); the Special Conditions of Contract (SCC); and the Appendixes.

2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not overwrite or otherwise contradict, the General Conditions.

Contract for Consultant's Services
Time-Based

Project Name _____

[Loan/Grant/Financing] No._____

Contract No. _____

between

_____

[*Name of the Client*]

and

_____

[*Name of the Consultant*]

Dated: _____

I. Form of Contract Time-Based

[*Text in brackets and/or in italics is for guidance purposes only and should be deleted in the final contract*]

This CONTRACT (hereinafter called the "Contract") is made on the [*number*] day of the month of [*month*], [*year*], between, on the one hand, [*name of Client or Recipient or Beneficiary*] (hereinafter called the "Client") and, on the other hand, [*name of Consultant*] (hereinafter called the "Consultant").

[*Note: If the Consultant consists of more than one entity, the previous paragraph should be partially amended to read as follows: "..* (hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the Joint Venture) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, [*name of member*] and [*name of member*] (hereinafter called the "Consultant").]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise, and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract; and

(c) the Client has received [or has applied for] a loan [or grant or financing] from the Asian Development Bank: toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/grant/financing] to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) these payments will be subject, in all respects, to the terms and conditions of the [loan/grant/financing] agreement, including prohibitions of withdrawal from the [loan/grant/financing] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations]; and (iii) no party other than the Client shall derive any rights from the [loan/grant/financing] agreement or have any claim to the [loan/grant/financing] proceeds.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (including Attachment 1: Anticorruption Policy—Standards of Conduct);

   (b) The Special Conditions of Contract;

   (c) Appendixes:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Other Expenses, Provisional Sums, and Contingency Cost Estimates

Appendix E: Form of Advance Payments Guarantee

If there is any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendixes.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names on the day and year first above written.

For and on behalf of [*Name of Client*]

_____

[Authorized Representative of the Client—name, title and signature]

For and on behalf of [Name of Consultant or Name of a Joint Venture]

_____

[Authorized Representative of the Consultant—name and signature]

[*Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.*]

For and on behalf of each of the members of the Consultant [*insert the name of the Joint Venture*]

[*Name of the lead member*]

_____

[Authorized Representative on behalf of a Joint Venture]

[*add signature blocks for each member if all are signing*]

II. General Conditions of Contract

NOTE

DO NOT MODIFY

A. General Provisions

1. Definitions

(a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(b) "Applicable Guidelines" are guidelines or policies of the Asian Development Bank governing the selection and contract award process as specified in the Special Conditions of Contract (**SCC**).

(c) "Applicable Law" are the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **SCC**, as they may be issued and in force from time to time.

(d) "Bank" refers to the Asian Development Bank .

(e) "Borrower [*or Recipient or Beneficiary*]" refers to the Government, Government agency or other entity that signs the financing [*or loan or grant or project*] agreement with the Bank.

(f) "Client" refers to the [*implementing or the executing*] agency that signs the Contract for the Services with the Selected Consultant.

(g) A "Consultant" is a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(h) A "Contract" is the legally binding signed written agreement between the Client and the Consultant and includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions [GCC], the SCC, and the Appendixes).

(i) A "Day" is a working day unless indicated otherwise.

(j) "Effective Date" refers to the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(k) "Experts" are, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant, or Joint Venture (JV) member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

(l) "Foreign Currency" is any currency other than the currency of the Client's country.

(m) "GCC" refers to these General Conditions of Contract .

(n) "Government" refers to the government of the Client's country.

(o) "Joint Venture (JV)" is an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(p) "Key Expert" refers to an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

(q) "Local Currency" is the currency of the Client's country.

(r) "Non-Key Expert" is an individual professional provided by the Consultant or its Sub-Consultant to perform the Services or any part thereof under the Contract.

(s) "Party" refers to the Client or the Consultant, as the case may be, and "Parties" means both of them.

(t) The "Special Conditions of Contract (SCC)" can amend or supplement but not overwrite the GCC.

(u) "Services" refers to the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(v) "Sub-Consultant" is an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(w) "Third Party" means any person or entity other than the Government, the Client, the Consultant, or a Sub-Consultant.

2. Relationship between the Parties

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law as specified in the **SCC**.

4. Language

4.1 This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1 The headings shall not limit, alter, or affect the meaning of this Contract.

6. Communications

6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1 The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1 In case the Consultant is a JV, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations toward the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.

10. Corrupt and Fraudulent Practices

10.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.

a. Commissions and Fees

10.2 The Client requires the Consultant to disclose any commissions, gratuities, or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity, or fee. Failure to disclose such commissions and gratuities may result in the termination of the Contract and/or sanctions by the Bank.

B. Commencement, Completion, Modification, and Termination of Contract

11. Effectiveness of Contract

11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than 22 days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1 The Consultant shall confirm the availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

14. Expiration of Contract

14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

15. Entire Agreement

15.1 This Contract contains all covenants, stipulations, and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein.

16. Modifications or Variations

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2 In cases of substantial modifications or variations, the prior written consent of the Bank is required.

17. Force Majeure

a. Definition

17.1 For the purposes of this Contract, "Force Majeure" means an event beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. Examples include, but are not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, and lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Consultants or agents or employees, nor (ii) any event a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to Be Taken

17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party as soon as possible, and in any case not later than 14 calendar days following its occurrence, providing evidence of the nature and cause of the event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which the Party was unable to perform the action as a result of Force Majeure.

17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 and 49.

18. Suspension

18.1 The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including carrying out of the Services, provided that the notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy the failure within a period not exceeding 30 calendar days after receipt by the Consultant of the notice of suspension.

19. Termination

19. 1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 The Client may terminate this Contract in case any of the events specified in paragraphs (a) through (f) of this Clause occurs. In this case, the Client shall give at least 30 calendar days' written notice of termination to the Consultant for events referred to in (a) to (d); at least 60 calendar days' written notice for the event referred to in (e); and at least 5 calendar days' written notice for the event referred to in (f):

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant (or, if the Consultant consists of more than one entity, if any of its members) becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 calendar days;

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; or

(f) If the Consultant fails to confirm the availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [*or obstructive*] practices, in competing for or in executing the Contract, the Client may, after giving 14 calendar days' written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than 30 calendar days' written notice to the Client, in case any of the events specified in paragraphs (a) to (d) of this Clause occurs.

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within 45 calendar days after receiving written notice from the Consultant that the payment is overdue;

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 calendar days;

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1; or

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 days (or a longer period that the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying the breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying, and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of the notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant, the Consultant shall proceed as provided in Clause GCC 27. For equipment and materials furnished by the Client, the Consultant shall refer to Clause GCC 28.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Client shall pay the Consultant the following:

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses, provisional sums, and contingency for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42; and

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials, and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

20.2 The Consultant shall employ and provide qualified and experienced Experts and Sub-Consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-Consultants as may be approved in advance by the Client. Notwithstanding this approval, the Consultant shall retain full responsibility for the Services.

Law Applicable to Services

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

(a) as a matter of law or official regulations, [*the Borrower's/ Beneficiary's*] country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after being notified, respect these customs.

21. Conflict of Interests

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 to GCC 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Experts and agents of either of them, similarly shall not receive any additional payment.

21.1.2 If the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works, or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise this responsibility in the best interests of the Client. Any discounts or commissions obtained by the Consultant in procuring goods, works, or services shall be for the account of the Client.

Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with these Sub-Consultants, shall be disqualified from providing goods, works, or nonconsulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.

Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-Consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-Consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of their Client, or that may reasonably be perceived as having this effect. Failure to disclose these situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make the recommendations formulated in the course of, or as a result of, the Services public.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to Be Taken Out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that the insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection, and Auditing

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-Consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-Consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, among others, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures).

26. Reporting Obligations

26.1 The Consultant shall submit the reports and documents specified in **Appendix A** to the Client, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, or supporting records or materials compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall deliver all such documents to the Client together with a detailed inventory thereof not later than the date of termination or expiration of this Contract. The Consultant may retain a copy of these documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents, and software, the Consultant shall obtain the Client's prior written approval to such agreements, and at its discretion, the Client shall be entitled to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles, and Materials

28.1 Equipment, vehicles, and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make an inventory of such equipment, vehicles, and materials available to the Client and shall dispose of the equipment, vehicles, and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles, and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. Consultant's Experts and Sub-Consultants

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification, and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided that (i) such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) the aggregate of these adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. When payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding GCC 30.1, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In this case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within 22 days from the date of receipt of the CVs, the additional Key Experts shall be deemed to have been approved by the Client.

32. Removal of Experts or Sub-Consultants

32.1 If the Client finds that any of the Experts or Sub-Consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that the Consultant's Expert or Sub-Consultant has engaged in corrupt, fraudulent, collusive, or coercive [*or obstructive*] practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 In the event that any of Key Experts, Non-Key Experts, or Sub-Consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-Consultants shall possess better qualifications and experience and shall be acceptable to the Client.

33. Replacement/ Removal of Experts – Impact on Payments

33.1 Except if the Client agrees otherwise, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement and (ii) the remuneration to be paid for any of the replacement Experts shall not exceed the remuneration that would have been payable to the Experts replaced or removed.

34. Working Hours, Overtime, Leave, etc.

34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to and from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

34.2 The Experts shall not be entitled to overtime pay nor to paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any leaves taken by Key Experts shall be subject to the prior approval of the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Client

35. Assistance and Exemptions

35.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

(a) Assist the Consultant with obtaining work permits and other documents necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

(d) Issue all instructions and information to officials, agents, and representatives of the Government that may be necessary or appropriate for the prompt and effective implementation of the Services.

(e) Assist the Consultant and the Experts and any Sub-Consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the Applicable Law in the Client's country.

(f) Assist the Consultant, any Sub-Consultants, and their Experts with obtaining the privilege, pursuant to the Applicable Law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

(g) Provide to the Consultant any other assistance as may be specified in the **SCC**.

36. Access to Project Site

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site as required to perform the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and Experts of liability for any such damage, unless the damage was caused by the willful default or negligence of the Consultant or any Sub-Consultants or their Experts.

37. Change in the Applicable Law Related to Taxes and Duties

37.1 If, after the date of this Contract, there is any change in the Applicable Law in the Client's country with respect to taxes and duties, which increases or decreases the cost incurred by the Consultant in performing the Services, the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1.

38. Services, Facilities, and Property of the Client

38.1 The Client shall make the services, facilities, and property described in the Terms of Reference (**Appendix A**) available to the Consultant and the Experts, for the purposes of the Services and free of any charge, at the times and in the manner specified in said **Appendix A**.

38.2 In case the services, facilities, and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services; (ii) the manner in which the Consultant shall procure any such services, facilities, and property from other sources; and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel

39.1 The Client shall make such professional and support counterpart personnel available to the Consultant free of charge. These personnel shall be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to adequately perform any work assigned to the member by the Consultant consistent with the position occupied by the member, the Consultant may request the replacement of the member, and the Client shall not unreasonably refuse to act upon the request.

40. Payment Obligation

40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make the payments to the Consultant and in such manner as is provided by GCC F.

F. Payments to the Consultant

41. Ceiling Amount

41.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Other Expenses, Provisional Sums, and Contingency).

41.2 Payments under this Contract shall not exceed the ceilings in foreign and local currencies specified in the **SCC**.

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

42. Remuneration and Other Expenses, Provisional Sums and Contingency

42.1 The Client shall pay the Consultant (i) remuneration determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing and (ii) other expenses, provisional sums, and contingency that are actually and reasonably incurred by the Consultant in the performance of the Services.

42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, the remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover: (i) salaries and allowances as the Consultant agreed to pay the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

43. Taxes and Duties

43.1 The Consultant, Sub-Consultants, and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

44. Currency of Payment

44.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.

45. Mode of Billing and Payment

45.1 Billings and payments in respect of the Services shall be made as follows:

(a) **Advance payment.** Within the number of days after the Effective Date, the Client shall provide the Consultant with an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. This guarantee (i) is to remain effective until the advance payment has been fully set off and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until the advance payments have been fully set off.

(b) **Itemized invoices.** As soon as practicable and not later than 15 days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

(c) The Client shall pay the Consultant's invoices within 60 days after the receipt by the Client of the itemized invoices and supporting documents. Only the portion of the invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

(d) **Final payment**. The final payment under this Clause shall be made only after the final report and a final invoice (identified as such) shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory 90 calendar days after receipt of the final report and final invoice by the Client unless the Client gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report, or final invoice within the 90-calendar day period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable according to the provisions of this Contract shall be reimbursed by the Consultant to the Client within 30 days after receipt by the Consultant of notice thereof. Any claim by the Client for reimbursement must be made within 12 calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with this clause.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

(f) With the exception of the final payment under (d), payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments

46.1 If the Client had delayed payments beyond 15 days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, the due date for each day of delay at the annual rate stated in the **SCC**.

G. Fairness and Good Faith

47. Good Faith

47.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

48. Amicable Settlement

48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GCC 49.1 shall apply.

49. Dispute Resolution

49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication or arbitration in accordance with the provisions specified in the SCC.

I. Eligibility

50. Eligibility

50.1 Compliance with the Bank's eligibility policy is required throughout the Contract's execution.

Attachment 1: Anticorruption Policy; Standards of Conduct

NOTE

DO NOT MODIFY

[*"Notes to the Client": the text in this Attachment 1 shall not be modified*]

Anticorruption Policy

ADB's anticorruption policy requires that borrowers (including beneficiaries of ADB-financed activity), as well as consultants under ADB-financed contracts, observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this policy, in the context of these Guidelines, ADB

(a) defines, for the purposes of this provision, the terms set forth as follows:

(i) A "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.

(ii) A "fraudulent practice" is any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(iii) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

(iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party.

(v) "Abuse" is theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard.

(vi) "Conflict of interest" is any situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

(vii) "Obstructive practice" is

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators to materially impede an ADB investigation;

(b) making false statements to investigators to materially impede an ADB investigation;

(c) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(d) materially impeding ADB's contractual rights of audit or access to information.

(e) Collectively, these terms are called "integrity violations."

(b) will reject a proposal for an award if it determines that the consultant recommended for the award has directly, or through an agent, engaged in integrity violations in competing for the contract in question;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower of ADB financing engaged in integrity violations during the consultant selection process or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and

(d) will sanction a firm or individual, at any time, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, the consulting firm, individual, or successor from participating in ADB-financed or ADB-administered activities or to benefit financially or otherwise from an ADB-financed or ADB-administered contract, if it, at any time, determines that the firm or individual has, directly or through an agent, engaged in integrity violations or other prohibited practices.

Standards of Conduct

The Consultant shall ensure that its employees, Experts, and Sub-Consultants observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct, and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct, and harassment, including sexual harassment. The Consultant shall take appropriate action against any employees, Expert, or Sub-Consultants, including suspension or termination of employment, contract or sub-contract, if any form of unethical or inappropriate behavior is identified.

The Consultant shall conduct training programs for its employees, Experts, and Sub-Consultants to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Consultant shall keep an up-to-date record of its employees and Sub-Consultants who have attended and completed these training programs and provide these records to the Client or ADB at their first written request.

The following definitions shall apply in these Standards of Conduct:

(i) "Bullying" is a form of harassment consisting of repeated or persistent aggression or other malicious behavior in any form by one or more persons, which has the effect of humiliating, belittling, offending, intimidating, or discriminating against another person. It may include persistent, unwarranted, or unconstructive criticism, personal abuse, and/or ridicule, either in public or private, which humiliates or demeans the individual targeted, gradually eroding or intending to erode the person's self-confidence. Appropriately conveyed criticism , disapproval, negative performance assessment, and similar appraisal do not, by themselves, constitute bullying or harassment.

(ii) "Discrimination" is the inappropriate differentiation between individuals or groups. This includes differentiation based on characteristics such as race, color, nationality, national, social or ethnic origin, religion or similar beliefs, language, political or other opinion or affiliation, gender, gender identity, sexual orientation, family or civil status, health status, size, or physical ability.

(iii) "Harassment" is any unwarranted or unwelcome behavior, whether verbal, psychological, or physical, that interferes with work or creates an intimidating, hostile, or offensive work environment. Harassment includes, but is not limited to, bullying and sexual harassment.

(iv) "Integrity" means a firm adherence to ADB's Anticorruption Policy (1998, as amended to date), the Integrity Principles and Guidelines (2015, as amended from time to time), and to the highest ethical standards.

(v) "Misconduct" is behavior, or an act or omission, which is unacceptable or improper, contrary to the principles or rules of ADB or illegal or unethical. Misconduct may not necessarily be intentional and can

arise from neglect, recklessness, or mismanagement. Misconduct includes, but is not limited to, (i) the failure to observe these Standards or other rules, regulations, guidelines, or procedures or (ii) conduct, actions or omissions, within and outside ADB, that risk discrediting or disgracing ADB, bringing ADB into disrepute, or could undermine the integrity of ADB's policies, processes, or procedures.

(vi) "Respect" refers to interacting with all others in the work environment in a professional, positive, and inclusive manner, regardless of hierarchical role or rank. This includes treating others with due consideration, courtesy, dignity, and open-mindedness, as well as working without prejudice or bias toward individuals or institutions that have different characteristics, backgrounds, and viewpoints.

(vii) "Retaliation" is any detrimental act, direct or indirect, recommended, threatened, or taken against anyone who has raised or is considering raising a complaint of misconduct whether formally as whistleblower or witness or person associated with a whistleblower or a witness or otherwise, in a manner material to the complaint because of a report of or cooperation with an ADB investigation into any form of (alleged) misconduct. Retaliation can include, but is not limited to, harassment, discriminatory treatment, assignment of work outside the corresponding job description, withdrawal of work assignments contained in the job description, inappropriate performance appraisals or salary adjustments, or the withholding of an entitlement.

(viii) "Sexual harassment" is any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature that causes another person physical, sexual, or psychological harm or suffering, or which is made or suggested to be a condition of employment, promotion, or other personnel action or creates an intimidating, hostile, or offensive environment.

III. Special Conditions of Contract

NOTE

Notes in brackets and/or italics are for guidance purposes only and should be deleted in the final text of the signed contract.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1 (b)	**Applicable Guidelines** Based on the provisions of the Loan or Grant Agreement, choose either: Guidelines on the Use of Consultants by ADB and its Borrowers (2013) or ADB Procurement Policy 2017 (Policy) and Procurement Regulations for ADB Borrowers 2017 (as amended from time to time) (Procurement Regulations) [*Note to Client: Please choose one or the other. DO NOT use both. In the absence of a choice being provided herein, the Policy and Procurement Regulations shall apply.*]
1.1(c) and 3.1	**Applicable Law** The Contract shall be construed in accordance with the law of [*insert country name*]. Note: Bank-financed contracts normally designate the law of the [*Government's/Client's*] country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.] **NOTE** *Please note that the country of the Applicable Law should be consistent with Data Sheet 1(c)*
4.1	**Language** The language is _____ [*insert the language*]. **NOTE** *Unless otherwise approved by ADB, the RFP and other relevant documents and communication should be in the English language.*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	**Contact Details** Client: _____ Attention: _____ Facsimile: _____ E-mail (where permitted): _____ Consultant: _____ Attention: _____ Facsimile: _____ E-mail (where permitted): _____ **NOTE** *Indicate name and contact details of Client and Consultant's authorized representative during RFP preparation.*
8.1	**Lead Member of Joint Venture** [*Note: If the Consultant consists only of one entity, state "N/A";* *or* *If the Consultant is a JV consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here.*] The Lead Member on behalf of the JV is _____ _____ [*insert name of the member*] **NOTE** *Finalize the Consultants details and identify the Lead Member of the JV during contract negotiations.*
9.1	**Authorized Representatives** The Authorized Representatives are: For the Client: [*insert name, title*] _____ For the Consultant: [*insert name, title*] _____ **NOTE** *Insert the name of Client's authorized representative during RFP preparation.*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
11.1	**Conditions of Effectiveness of Contract** [*Note: If there are no effectiveness conditions, state "N/A"* *or* *List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank [loan/grant], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (Clause SCC 45.1[a]), etc.*] The effectiveness conditions are the following: [*insert "N/A" or list the conditions*] *Recommended condition of effectiveness: No objection from ADB for the award of Contract.* **NOTE** *Example of conditions of effectiveness:* • *approval of the Contract by the Bank;* • *effectiveness of the Bank [loan/grant];* • *receipt by the Consultant of an advance payment;* • *an advance payment guarantee by the Client (Clause SCC 45.1(a))*
12.1	**Termination of Contract for Failure to Become Effective:** The time period shall be _____ from the date the Contract was signed [*insert time period, e.g., 4 months*]. **NOTE** *Suggested time frame is 4 months to allow for the conditions to be met. This may be varied depending on the conditions of effectiveness and the time anticipated by the Client to meet those conditions.*
13.1	**Commencement of Services:** The number of days shall be_____ [*e.g., 10*] after the effective date of Contract. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. **NOTE** *The confirmation of the Key Experts' availability should be in accordance with the agreed schedule, which shall be submitted to the client in writing by the Consultant with a signed CV per Key Expert as a precondition to start the assignment.*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
14.1	**Contract Period** Expiration of Contract: The time period shall be _____ [*insert time period, e.g., 12 months*] after the effective date of Contract. **NOTE** *Client should indicate contract duration. Contract period should be consistent with the TOR and should end before the loan closing date.*
21.1.3	**Conflict** The Client may disqualify the Consultant from providing goods, works, or nonconsulting services due to a conflict of a nature described in Clause GCC 21.1.3.
23.1	**Consultant's Liability** **NOTE** *Delete one or the other, as appropriate.* No additional provisions. OR The following limitation of the Consultant's Liability toward the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability toward the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g., one, two, three] times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability prohibited by the [*insert* "Applicable Law," *if it is the law of the Client's country, or insert* "applicable law in the Client's country," *if the Applicable Law stated in Clause SCC 1.1(c) is different from the law of the Client's country*].

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions or limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows: To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant's liability should never be limited to loss or damage caused by the Consultant's gross negligence or willful misconduct. The Bank does not accept a provision to the effect that the Client shall indemnify and hold the Consultant harmless against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.
24.1	**Insurance Coverage** The insurance coverage against the risks shall be as follows: **NOTE** *Delete what is not applicable except (i)* (a) **professional liability insurance, with a minimum coverage of** _____ [*insert amount and currency that should be not less than the total ceiling amount of the Contract*]; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-Consultants, with a minimum coverage of [*insert amount and currency or state "in accordance with the applicable law in the Client's country"*]; (c) Third Party liability insurance, with a minimum coverage of [*insert amount and currency or state "in accordance with the applicable law in the Client's country"*]; (d) employer's liability and workers' compensation insurance of the Experts and Sub-Consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel, or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	**Exceptions to Proprietary Rights** [*Note: If applicable, insert any exceptions to proprietary rights provision*_____] **NOTE** *If applicable, insert any exceptions to proprietary rights provision.* *If not applicable, insert "Not applicable."*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
27.2	**Future Use of Documents** [*Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:* The Consultant shall not use these [*insert what applies ..... documents and software.....*] for purposes unrelated to this Contract without the prior written approval of the Client. OR The Client shall not use these [*insert what applies..... documents and software.....*] for purposes unrelated to this Contract without the prior written approval of the Consultant. OR Neither Party shall use these [*insert what applies....documents and software.....*] for purposes unrelated to this Contract without the prior written approval of the other Party. **NOTE** *If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted.* *If the Parties wish to restrict such use, any of the options presented here, or any other option agreed to by the Parties, could be used.*
35.1 (a) through (f)	**Assistance and Exemptions** **NOTE** *List here any changes or additions to GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.*
35.1(g)	**Other Assistance to Be Provided by Client** **NOTE** *List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(g).*
41.2	**Currency Ceilings** The ceiling in foreign currency or currencies is: _____ [*insert amount and currency for each currency and whether it is inclusive or exclusive*] of local indirect taxes. The ceiling in local currency is: _____ [*insert amount and currency for each currency and whether it is inclusive or exclusive*] of local indirect taxes. Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [*insert as appropriate: "be paid" or "reimbursed"*] by the Client [*insert as appropriate "for" or "to"*] the Consultant.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
42.3	**Price Adjustments** Price adjustment on the remuneration ..... [*insert "applies" or "does not apply"*] [*Note to Client: If the Contract is less than 18 months, price adjustment does not apply. If, however, price adjustment does apply, the draft contract attached to the RFP must indicate which of the formulas provided below applies as the Consultant needs to have this information to prepare its Financial Proposal.*] *If the Contract duration is more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and—except if there is very high inflation in the Client's country, in which case more frequent adjustments should be provided for—at the same intervals for remuneration in local currency. Remuneration in a foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in the local currency by using the corresponding index for the Client's country. A sample provision is provided here for guidance:* **NOTE** *The Client may choose one from the two formulas presented in item (1) for foreign currency and item (2) for local currency.* *If the consultant will be paid in foreign currency, the index is stated as index of foreign currency. For example, if foreign currency is in United States (US) dollars, the US Bureau of Labor Statistics index shall apply.* *If the Consultant will be paid in local currency, the index produced in the country that is the source of currency shall be used. Normally, it shall be an index which is similar to the US Bureau of Labor Statistics of the Department of Labor. If, for example, the index for wage or salary inflation is not produced for the country, the CPI should be a reasonable alternative. Both the Client and the Consultant should agree on the index to be used at negotiations to avoid any dispute.* Payments for remuneration made in foreign and/or local currency shall be adjusted as follows: (1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula: $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ or $R_f = R_{fo} \times \left[\ 0.1 + 0.9 \frac{I_f}{I_{fo}}\ \right]$ where R_f is the adjusted remuneration; R_{fo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency;

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract. The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: [*Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g., "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics."*] **NOTE** *The Client should indicate the selected formula in the draft contract attached to the RFP. The first formula requires 100% of the firm's remuneration to be subject to price adjustment, whereas the second formula requires only 90% of the firm's remuneration to be subject to price adjustment. The Client's choice of formula is information that the Consultant needs to know when preparing its financial proposal.* (2) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every [insert number] months (and, for the first time, with effect for the remuneration earned in the [insert number] the calendar month after the date of the Contract) by applying the following formula: $$R_l = R_b \times \frac{I_l}{I_b}$$ or $$R_l = R_b \times \left[\ 0.1 + 0.9\frac{I_l}{I_b}\ \right]$$ where R_l is the adjusted remuneration; R_{lo} is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency; I_l is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and I_{lo} is the official index for salaries in the Client's country for the month of the date of the Contract. The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{lo} in the adjustment formula for remuneration paid in local currency: [*Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency.*] (3) Any part of the remuneration paid in a currency different from the currency of the official index for salaries used in the adjustment formula shall be adjusted by a correction factor X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
42.4	**Other Items to Be Covered as Remuneration** *If there are no other items to be covered as remuneration apart from those already specified in GCC 42.4, please insert "Not applicable."*
43.1 and 43.2	**Taxes and Duties** [*Note: The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant.*] **NOTE** *The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, (ii) should be reimbursed by the Client for any such tax they might have to pay, or (iii) that the Client would pay such tax on behalf of the Consultant.]* *Provision for indirect local taxes should be consistent with Data Sheet 16.3.* *Select one or the other as appropriate:* The Client warrants that [*choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates")*: **NOTE** *Insert this language if Data Sheet 16.3 indicates tax exemption status.* If ITC 16.3 indicates a tax exemption status, include the following: "the Consultant, the Sub-Consultants and the Experts shall be exempt from" or **NOTE** *Insert this language if Data Sheet 16.3 does not indicate tax exemption status, depending on whether the Client shall pay the withholding tax or the Consultant has to pay.* If ITC 16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax, or the Consultant has to pay, include the following: "the Client shall pay on behalf of the Consultant, the Sub-Consultants and the Experts," OR "the Client shall reimburse the Consultant, the Sub-Consultants and the Experts"] any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-Consultants and the Experts in respect of:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with carrying out the Services; (b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; and (d) any property brought into the Client's country by the Consultant, any Sub-Consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: (a) the Consultant, Sub-Consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and (b) if the Consultant, Sub-Consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.
44.1	**Currency of Payments** The currency [currencies] of payment shall be the following: [*list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2.*] **NOTE** *Currency/ies of payment should be in accordance with the Financial Proposal (Form FIN-2) of the Consultant. This will be finalized during contract negotiations.*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
45.1(a)	**Advance Payments** [*Note: The advance payment could either be in the foreign currency or the local currency, or both; select the appropriate wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies).*] **NOTE** *The advance payment could be in either the foreign currency, or the local currency, or both; select the appropriate clause from the options provided. The advance bank payment guarantee should be in the same currency(ies).* The following provisions shall apply to the advance payment and the advance bank payment guarantee: **NOTE** *Advance payment exceeding 10% of the contract amount should normally be backed by advance payment guarantee.* *Insert amounts of foreign and local currencies, as applicable, in the spaces provided.* *Insert number of days after the Effective Date GCC 14.1.* *Insert number of months required to set off advance payment.* (1) An advance payment of [*insert amount*] in foreign currency and of [*insert amount*] in local currency shall be made within [*insert number*] days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first [*insert number*] months of the Services until the advance payment has been fully set off. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.
45.1(b)	**Itemized Statements** **NOTE** *Delete this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly.* [*Note: Delete this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:* The Consultant shall submit itemized statements to the Client at time intervals of _____ (*e.g., "every quarter," "every 6 months," "every 2 weeks," etc.*).]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
45.1(e)	**Consultant's Accounts** The accounts are: for foreign currency: [*insert account*]. **NOTE** *Insert foreign currency account in the final contract.* for local currency: [*insert account*]. **NOTE** *Insert local currency account in the final contract.*
46.1	**Interest Rate on Delayed Payments** The interest rate is: [*insert rate*]. **NOTE** *Normally, the interest rates on delayed payment should be* • *no less than LIBOR + 100 bp (if LIBOR for the currency exists) and* • *for currencies with no LIBOR, apply interbank rate plus spread (probably no more than 300 bp).*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
49.	**Dispute Resolutions** [*Note: In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.*] **NOTE** *The Client may choose the most cost-efficient among three arbitration choices provided in this Standard Request for Proposal. The list of other arbitrators can be obtained from FIDIC .* *Please also note that not all ADB developing member countrues are signatories to the UN Convention (1958) on Recognition of Foreign Arbitral Awards. The list of signatories can be checked here: http://www.uncitral.org/uncitral/en/uncitral_texts/arbitration/NYConvention_status.html* *For national shortlisting, the Project Division should consult with ADB's Office of the General Counsel and advice the Client.* **Disputes shall be settled by arbitration in accordance with the following provisions:** 1. **Selection of Arbitrators.** Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within 30 days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [*name an appropriate international professional body, e.g., the Fédération Internationale Des Ingénieurs-Conseils (FIDIC) of Lausanne, Switzerland*] for a list of no fewer than 5 nominees and, on receipt of the list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within 60 days of the date of the list, [*insert the name of the same professional body*] shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within 30 days after the second arbitrator named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by [*name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.*]. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within 30 days after the other Party has appointed its arbitrator, the Party that has named an arbitrator may apply to the [*name the same appointing authority as in said paragraph (b)*] to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	2. **Rules of Procedure.** Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. **Substitute Arbitrators.** If, for any reason, an arbitrator is unable to perform his or her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. **Nationality and Qualifications of Arbitrators.** The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) to 1(c) shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [*Note: If the Consultant consists of more than one entity, add:*] or of the home country of any of their members or Parties or of the Government's country. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation of the Consultant [*Note: If the Consultant consists of more than one entity, add:*] or of any of their members or Parties; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.
	5. **Miscellaneous.** In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in [*select a country which is neither the Client's country nor the Consultant's country*]; (b) the [*insert type of language*] language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendixes

Appendix A: Terms of Reference

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; and specific tasks that require prior approval by the Client.

Insert the text based on Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 to TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP.

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer," for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]

Appendix B: Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the Curriculum Vitae (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to and from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: there are 22 working (billable) days in 1 month and no less than 8 working (billable) hours in 1 working (billable) day.]

Appendix C: Remuneration Cost Estimates

Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed upon at the Contract negotiations. The footnote shall list the changes made to [Form FIN-3] at the negotiations or state that none has been made.]

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away-from-home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])[*]

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/ Year	Social Charges[a]	Overhead[a]	Subtotal	Profit[b]	Away-from-Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/ Hour[a]
Home Office									
Work in the Client's Country									

[a] Expressed as percentage of 1.
[b] Expressed as percentage of 4.
[* If more than one currency, add a table]

_____ _____
Signature Date

Name and Title: _____

Appendix D: Other Expenses and Provisional Sums

1. *Insert the table with the Other Expenses and Provisional Sums. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed upon at the Contract negotiations. The footnote shall list the changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. All other expenses and provisional sums shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and no reimbursement shall be made in excess of the Contract amount.

Appendix E: Form of Advance Payments Guarantee

[Clause GCC 45.1 (i) and SCC 45.1 (a)]

Guarantor Letterhead or SWIFT Identifier Code

Bank Guarantee for Advance Payment

Guarantor: _____ [*insert commercial Bank's Name, and Address of Issuing Branch or Office*]

Beneficiary: _____ [*insert name and address of Client*]

Date: _____ [*insert date*]

ADVANCE PAYMENT GUARANTEE No.: _____ [*insert number*]

We have been informed that _____ [*name of Consultant or a name of the Joint Venture, same as appears on the signed Contract*] (hereinafter called "the Consultant") has entered into Contract No. _____ [*reference number of the contract*] dated _____ [*insert date*] with the Beneficiary, for the provision of _____ [*brief description of Services*] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [insert amount in figures] ( ) [insert amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [*insert amount in figures*] (_____) [*insert amount in words*][1] upon our receipt of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount that the Consultant has filed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to here must have been received by the Consultant on their account number _____ at _____ [*insert name and address of bank*].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client that shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _____ [*month*], _____ [*year*],[2] whichever is earlier. Consequently, we must receive any demand for payment under this guarantee at this office on or before that date.

---

1 The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

2 Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Client's written request for such extension, and this request shall be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

_____
[Signature(s)]

Note:All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

Harmonized Standard Form of Contract

Consultant's Services
Lump Sum

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Anticorruption Policy; Standards of Conduct); the Special Conditions of Contract (SCC); and the Appendixes.

2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not overwrite or otherwise contradict, the General Conditions.

Contract for Consultant's Services
Lump Sum

Project Name _____

[Loan/Grant/Financing] No._____

Contract No. _____

between

_____

[*Name of the Client*]

and

_____

[*Name of the Consultant*]

Dated: _____

I. Form of Contract Lump Sum

[*Text in brackets and/or italics is optional; all notes should be deleted in the final contract.*]

This CONTRACT (hereinafter called the "Contract") is made the [*number*] day of the month of [*month*], [*year*], between, on the one hand, [*name of Client or Recipient or Beneficiary*] (hereinafter called the "Client") and, on the other hand, [*name of Consultant*] (hereinafter called the "Consultant").

[*Note: If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "..*(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the Joint Venture) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract: [*name of member*] and [*name of member*] (hereinafter called the "Consultant").]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract; and

(c) the Client has received [or has applied for] a loan [or grant or financing] from the Asian Development Bank: toward the cost of the Services and intends to apply a portion of the proceeds of this [loan or grant or financing] to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) these payments will be subject, in all respects, to the terms and conditions of the [loan or grant or financing] agreement, including prohibitions of withdrawal from the [loan or grant or financing] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations]; and (iii) no party other than the Client shall derive any rights from the [loan or grant or financing] agreement or have any claim to the [loan or grant or financing] proceeds.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (including Attachment 1: Anticorruption Policy; Standards of Conduct);

   (b) The Special Conditions of Contract;

   (c) Appendixes:

   Appendix A: Terms of Reference

   Appendix B: Key Experts

   Appendix C: Breakdown of Contract Price

   Appendix D: Form of Advance Payments Guarantee

If there is any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendixes.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

   (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

   (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names on the day and year first above written.

For and on behalf of [*Name of Client*]

_____

[*Authorized Representative of the Client—name, title and signature*]

For and on behalf of [*Name of Consultant or Name of a Joint Venture*]

_____

[Authorized Representative of the Consultant—name and signature]

[*Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.*]

For and on behalf of each of the members of the Consultant [*insert the Name of the Joint Venture*]

[*Name of the lead member*]

_____

[*Authorized Representative on behalf of a Joint Venture*]

[*add signature blocks for each member if all are signing*]

II. General Conditions of Contract

A. General Provisions

1. Definitions

(a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(b) "Applicable Guidelines" are guidelines or policies of the Asian Development Bank governing the selection and Contract award process as specified in the Special Conditions of the Contract (SCC).

(c) "Applicable Law" are the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the SCC, as they may be issued and in force from time to time.

(d) "Bank" refers to the Asian Development Bank.

(e) "Borrower [or Recipient or Beneficiary]" refers to the Government, Government agency, or other entity that signs the financing [or loan or grant or project] agreement with the Bank.

(f) "Client" refers to the [implementing or the executing] agency that signs the Contract for the Services with the Selected Consultant.

(g) A "Consultant" is a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(h) A "Contract" is the legally binding signed written agreement between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions [GCC], SCC, and the Appendixes).

(i) A "Day" is a working day unless indicated otherwise.

(j) "Effective Date" refers to the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(k) "Experts" are, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or Joint Venture (JV) member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

(l) "Foreign Currency" is any currency other than the currency of the Client's country.

(m) "GCC" refers to these General Conditions of Contract .

(n) "Government" refers to the government of the Client's country.

(o) "Joint Venture (JV)" is an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(p) "Key Expert" refers to an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

(q) "Local Currency" is the currency of the Client's country.

(r) "Non-Key Expert" is an individual professional provided by the Consultant or its Sub-Consultant to perform the Services or any part thereof under the Contract.

(s) "Party" refers to the Client or the Consultant, as the case may be, and "Parties" means both of them.

(t) The "Special Conditions of Contract (SCC)" can amend or supplement but not overwrite the GCC.

(u) "Services" refers to the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(v) "Sub-Consultant" is an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(w) "Third Party" means any person or entity other than the Government, the Client, the Consultant, or a Sub-Consultant.

2. Relationship between the Parties

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law as specified in the **SCC**.

4. Language

4.1 This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1 The headings shall not limit, alter, or affect the meaning of this Contract.

6. Communications

6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request, or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location	7.1	The Services shall be performed at locations specified in **Appendix A** hereto and, where the location of a particular task is not specified, at locations, whether in the Government's country or elsewhere, as the Client may approve.
8. Authority of Member in Charge	8.1	In case the Consultant is a JV, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations toward the Client under this Contract, including without limitation receiving instructions and payments from the Client.
9. Authorized Representatives	9.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
10. Corrupt and Fraudulent Practices	10.1	The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
Commissions and Fees	10.2	The Client requires the Consultant to disclose any commissions, gratuities, or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed 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 disclose such commissions, gratuities, or fees may result in the termination of the Contract and/or sanctions by the Bank.

B. Commencement, Completion, Modification, and Termination of Contract

11. Effectiveness of Contract	11.1	This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
12. Termination of Contract for Failure to Become Effective	12.1	If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than 22 days' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	13.1	The Consultant shall confirm the availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
14. Expiration of Contract	14.1	Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

15. Entire Agreement

15.1 This Contract contains all covenants, stipulations, and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for any statement, representation, promise, or agreement not set forth herein.

16. Modifications or Variations

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2 In cases of substantial modifications or variations, the prior written consent of the Bank is required.

17. Force Majeure

a. Definition

17.1 For the purposes of this Contract, "Force Majeure" means an event beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. Examples include, but are not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, or other adverse weather conditions, strikes, and lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Consultants, agents, or employees, nor (ii) any event a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to Be Taken

17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party as soon as possible, and in any case not later than 14 calendar days following its occurrence, providing evidence of the nature and cause of the event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which the Party was unable to perform the action as a result of Force Majeure.

17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 and 45.

18. Suspension

18.1 The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that the notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultant to remedy the failure within a period not exceeding 30 calendar days after receipt by the Consultant of the notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case any of the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause occurs. In this case, the Client shall give at least 30 calendar days' written notice of termination to the Consultant for the events referred to in (a) to (d); at least 60 calendar days' written notice in case for the event referred to in (e); and at least 5 calendar days' written notice for the event referred to in (f):

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant (or, if the Consultant consists of more than one entity, if any of its members) becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 calendar days;

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; or

(f) If the Consultant fails to confirm the availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [*or obstructive*] practices, in competing for or in executing the Contract, the Client may, after giving 14 calendar days' written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than 30 calendar days' written notice to the Client, in case any of the events specified in paragraphs (a) to (d) of this Clause occurs.

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within 45 calendar days after receiving a written notice from the Consultant that the payment is overdue;

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 calendar days;

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1; or

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 days (or a longer period that the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying the breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying, and auditing of their accounts and records set forth in Clause GCC 25; and (iv) any right a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of the notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant, the Consultant shall proceed as provided by Clause GCC 27. For equipment and materials furnished by the Client, the Consultant refer to Clause GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall pay the Consultant the following:

(a) payment for Services satisfactorily performed prior to the effective date of termination; and

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-Consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-Consultants as may be approved in advance by the Client. Notwithstanding this approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

(a) as a matter of law or official regulations, [*the Borrower's/Beneficiary's*] country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after being notified, respect these customs.

21. Conflict of Interests

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 to GCC 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Experts and agents of either of them, similarly shall not receive any additional payment.

21.1.2 If the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works, or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise this responsibility in the best interests of the Client. Any discounts or commissions obtained by the Consultant in procuring goods, works, or services shall be for the account of the Client.

Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or nonconsulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.

Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-Consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-Consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of their Client, or that may reasonably be perceived as having this effect. Failure to disclose these situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make the recommendations formulated in the course of, or as a result of, the Services public.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to Be Taken Out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC** and (ii) at the Client's request, shall provide evidence to the Client showing that the insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that the insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-Consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-Consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have these accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, among others, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures).

26. Reporting Obligations

26.1 The Consultant shall submit the reports and documents specified in **Appendix A** to the Client, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, or supporting records, or materials compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall deliver all such documents to the Client, together with a detailed inventory thereof not later than upon termination or expiration of this Contract. The Consultant may retain a copy of these documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents, and software, the Consultant shall obtain the Client's prior written approval to such agreements, and at its discretion, the Client shall be entitled to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles, and Materials

28.1 Equipment, vehicles, and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make an inventory of such equipment, vehicles, and materials available to the Client and shall dispose of the equipment, vehicles, and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles, and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. Consultant's Experts and Sub-Consultants

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification, and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding GCC 30.1, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In this case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-Consultants

31.1 If the Client finds that any of the Experts or Sub-Consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that the Consultant's Expert or Sub-Consultant has engaged in corrupt, fraudulent, collusive, or coercive [*or obstructive*] practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-Consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-Consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. Obligations of the Client

32. Assistance and Exemptions

32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to

(a) Assist the Consultant with obtaining work permits and other documents necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

(d) Issue all instructions and information to officials, agents and representatives of the Government that may be necessary or appropriate for the prompt and effective implementation of the Services.

(e) Assist the Consultant, the Experts, and any Sub-Consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

(f) Assist the Consultant, any Sub-Consultants, and their Experts with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

(g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site as required to perform the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and Experts of liability for any such damage, unless the damage was caused by the willful default or negligence of the Consultant or any Sub-Consultants or their Experts.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties that increases or decreases the cost incurred by the Consultant in performing the Services, the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1.

35. Services, Facilities, and Property of the Client

35.1 The Client shall make the services, facilities, and property described in the Terms of Reference (**Appendix A**) available to the Consultant and the Experts for the purposes of the Services and free of any charge at the times and in the manner specified in said **Appendix A**.

36. Counterpart Personnel

36.1 The Client shall make such professional and support counterpart personnel available to the Consultant free of charge. These personnel shall be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding the Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to adequately perform any work assigned to the member by the Consultant consistent with the position occupied by the member, the Consultant may request the replacement of the member, and the Client shall not unreasonably refuse to act upon the request.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall pay the Consultant for the deliverables specified in **Appendix A** and in the manner as is provided by GCC F below.

F. Payments to the Consultant

38. Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 The Consultant, Sub-Consultants, and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 **Advance payment.** Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump sum installments specified in the **SCC** until the advance payments have been fully set off.

41.2.2 **Lump Sum installment payments.** The Client shall pay the Consultant within 60 days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same 60-day period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 **Final payment.** The final payment under this Clause shall be made only after the Consultant has submitted and the Client has approved the final report as satisfactory. The Services shall then be deemed completed and finally accepted by the Client. The last lump sum installment shall be deemed approved for payment by the Client within 90 calendar days after receipt of the final report by the Client unless the Client, within this 90-calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services and the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.5 With the exception of the final payment under 41.2.3, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond 15 days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, the due date for each day of delay at the annual rate stated in the **SCC**.

G. Fairness and Good Faith

43. Good Faith

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GCC 49.1 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication or arbitration in accordance with the provisions specified in the **SCC**.

I. Eligibility

46. Eligibility

46.1 Compliance with the Bank's eligibility policy is required throughout the Contract's execution.

Attachment 1: Anticorruption Policy; Standards of Conduct

[*"Notes to the Client": the text in this Attachment 1 shall not be modified.*]

Anticorruption Policy

ADB's anticorruption policy requires that borrowers (including beneficiaries of ADB-financed activity), as well as consultants under ADB-financed contracts, observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this policy in the context of these Guidelines, ADB

(a) defines, for the purposes of this provision, the terms[1] set forth below as follows:

(i) A "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.

(ii) A "fraudulent practice" is any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(iii) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party.

(iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party.

(v) "Abuse" is theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard.

(vi) "Conflict of interest" is any situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

(vii) "Obstructive practice" is

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an ADB investigation;

(b) making false statements to investigators to materially impede an ADB investigation;

(c) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(d) materially impeding ADB's contractual rights of audit or access to information.

(b) will reject a proposal for an award if it determines that the consultant recommended for the award has directly, or through an agent, engaged in integrity violations in competing for the contract in question;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower of ADB financing engaged in integrity violations during the consultant selection process or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and

(d) will sanction a firm or individual, at any time, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, the consulting firm, individual, or

[1] Collectively, these terms are called "integrity violations."

successor from participating in ADB-financed or ADB-administered activities or to benefit financially or otherwise from an ADB-financed or ADB-administered contract, if it, at any time determines that the firm or individual has, directly or through an agent, engaged in integrity violations or other prohibited practices.

Standards of Conduct

The Consultant shall ensure that its employees, Experts, and Sub-Consultants observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct, and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct, and harassment, including sexual harassment. The Consultant shall take appropriate action against any employees or Sub-Consultants, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.

The Consultant shall conduct training programs for its employees, Experts, and Sub-Consultants to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Consultant shall keep an up-to-date record of its employees and Sub-Consultants who have attended and completed these training programs and provide these records to the Client or ADB at their first written request.

The following definitions shall apply in these Standards of Conduct:

(i) "Bullying" is a form of harassment consisting of repeated or persistent aggression or other malicious behavior in any form by one or more persons. which has the effect of humiliating, belittling, offending, intimidating, or discriminating against another person. It may include persistent, unwarranted, or unconstructive criticism, personal abuse and/or ridicule, either in public or private, which humiliates or demeans the individual targeted, gradually eroding or intending to erode the person's self-confidence. Appropriately conveyed criticism , disapproval, negative performance assessment and similar appraisal, do not by themselves, constitute bullying or harassment.

(ii) "Discrimination" is the inappropriate differentiation between individuals or groups. This discrimination includes differentiation based on characteristics such as race, color, nationality, national, social or ethnic origin, religion or similar beliefs, language, political or other opinion or affiliation, gender, gender identity, sexual orientation, family or civil status, health status, size, or physical ability.

(iii) "Harassment" is any unwarranted or unwelcome behavior, whether verbal, psychological, or physical, that interferes with work or creates an intimidating, hostile, or offensive work environment. Harassment includes, but is not limited to, bullying and sexual harassment.

(iv) "Integrity" means a firm adherence to ADB's Anticorruption Policy (1998, as amended to date), the Integrity Principles and Guidelines (2015, as amended from time to time), and to the highest ethical standards.

(v) "Misconduct" is behavior, or an act or omission, which is unacceptable or improper, contrary to the principles or rules of ADB, or illegal or unethical. Misconduct may not necessarily be intentional and can arise from neglect, recklessness, or mismanagement. Misconduct includes, but is not limited to, (i) the failure to observe these Standards or other rules, regulations, guidelines or procedures or (ii) conduct, actions, or omissions, within and outside ADB, that risk discrediting or disgracing ADB, bringing ADB into disrepute, or could undermine the integrity of ADB's policies, processes, or procedures.

(vi) "Respect" refers to interacting with all others in the work environment in a professional, positive, and inclusive manner, regardless of hierarchical role or rank. This includes treating others with due

consideration, courtesy, dignity and open-mindedness, as well as working without prejudice or bias toward individuals or institutions that have different characteristics, backgrounds, and viewpoints.

(vii) "Retaliation" is any detrimental act, direct or indirect, recommended, threatened, or taken against anyone who has raised or is considering raising a complaint of misconduct whether formally as whistleblower or witness or person associated with a whistleblower or a witness or otherwise, in a manner material to the complaint because of a report of or cooperation with an ADB investigation into any form of (alleged) misconduct. Retaliation can include, but is not limited to, harassment, discriminatory treatment, assignment of work outside the corresponding job description, withdrawal of work assignments contained in the job description, inappropriate performance appraisals or salary adjustments, or the withholding of an entitlement.

(viii) "Sexual Harassment" is any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature that causes another person physical, sexual, or psychological harm or suffering, or which is made or suggested to be a condition of employment, promotion or other personnel action, or creates an intimidating, hostile, or offensive environment.

III. Special Conditions of Contract

NOTE

Notes in brackets and/or in italics are for guidance purposes only and should be deleted in the final text of the signed contract.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1 (b)	**Applicable Guidelines** Based on the provisions of the Loan or Grant Agreement, choose either: Guidelines on the Use of Consultants by ADB and its Borrowers (2013) or ADB Procurement Policy 2017 (Policy) and Procurement Regulations for ADB Borrowers 2017 (as amended from time to time) (Procurement Regulations). [*Note to Client: Please choose one or the other. DO NOT use both. In the absence of a choice being provided herein, the Policy and Procurement Regulations shall apply.*]
1.1(c) and 3.1	**Applicable Law** **The Contract shall be construed in accordance with the law of** [*insert country name*]. [*Note: Bank-financed contracts normally designate the law of the Client's] country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.*] **NOTE** *Please note that the country of the Applicable Law should be consistent with Data Sheet 1(c).*
4.1	**Language** The language is _____ [*insert the language*]. **NOTE** *Unless otherwise approved by ADB, the RFP and other relevant documents and communication should be in the English language.*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	**Contact Details** Client: _____ Attention: _____ Facsimile: _____ E-mail (where permitted): _____ Consultant: _____ Attention: _____ Facsimile: _____ E-mail (where permitted): _____ **NOTE** *Indicate name and contact details of Client and Consultant's authorized representative during RFP preparation.*
8.1	**Lead Member of Joint Venture** *[Note: If the Consultant consists only of one entity, state "N/A"* *or* *If the Consultant is a JV consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here.]* The Lead Member on behalf of the JV is _____ _____ [*insert name of the lead member*] **NOTE** *Finalize the Consultants details and identify the Lead Member of the JV during contract negotiations.*
9.1	**Authorized Representatives** The Authorized Representatives are: For the Client: [*insert name, title*] _____ For the Consultant: [*insert name, title*] _____ **NOTE** *Insert the name of Client's authorized representative during RFP preparation.*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
11.1	**Conditions of Effectiveness of Contract** [*Note: If there are no effectiveness conditions, state "N/A"* *or* *List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank [loan/grant], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (Clause SCC 45.1(i)), etc.*] The effectiveness conditions are the following: [*insert "N/A" or list the conditions*]. *Recommended condition of effectiveness: No objection from ADB for the award of Contract.* **NOTE** *Example of conditions of effectiveness:* • *approval of the Contract by the Bank;* • *effectiveness of the Bank [loan/grant];* • *receipt by the Consultant of an advance payment; or* • *an advance payment guarantee by the Client (Clause SCC45.1(i)).*
12.1	**Termination of Contract for Failure to Become Effective:** The time period shall be _____ [*insert time period, e.g., 4 months*] from date of Contract signature. **NOTE** *Suggested time frame is 4 months to allow for the conditions to be met. This may be varied depending on the conditions of effectiveness and the time anticipated by the Client to meet those conditions.*
13.1	**Commencement of Services:** The number of days shall be_____ [*e.g., 10*] after the effective date of Contract. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. **NOTE** *The confirmation of Key Experts availability should be in accordance with the agreed schedule, which shall be submitted to the client in writing by each Key Expert as a precondition to start the assignment.*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
14.1	**Contract Period** Expiration of Contract: The time period shall be _____ [*insert time period, e.g., 12 months*] after the effective date of Contract. **NOTE** *Client to indicate contract duration. Contract period should be consistent with the TOR and to end before the loan closing date.*
21.1.3	**Conflict** The Client may disqualify the Consultant from providing goods, works, or nonconsulting services due to a conflict of a nature described in Clause GCC 21.1.3.
23.1	**Consultant's Liability** **NOTE** *Delete one or the other, as appropriate.* No additional provisions. OR The following limitation of the Consultant's Liability toward the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability toward the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g., one, two, three] times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability prohibited by the [insert "Applicable Law," if it is the law of the Client's country, or insert "applicable law in the Client's country," if the Applicable Law stated in Clause SCC1.1(c) is different from the law of the Client's country].

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	[*Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions or limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:* *To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant's liability should never be limited to loss or damage caused by the Consultant's gross negligence or willful misconduct.* *The Bank does not accept a provision to the effect that the Client shall indemnify and hold the Consultant harmless against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.*]
24.1	**Insurance Coverage** The insurance coverage against the risks shall be as follows: **NOTE** *Delete what is not applicable except (i)* (a) professional liability insurance, with a minimum coverage of _____ [*insert amount and currency which should be not less than the total ceiling amount of the Contract*]; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-Consultants, with a minimum coverage of [*insert amount and currency or state "in accordance with the applicable law in the Client's country"*]; (c) Third Party liability insurance, with a minimum coverage of [*insert amount and currency or state "in accordance with the applicable law in the Client's country"*]; (d) employer's liability and workers' compensation insurance of the Experts and Sub-Consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel, or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
27.1	**Exceptions to Proprietary Rights** [*Note: If applicable, insert any exceptions to proprietary rights provision*_____.] **NOTE** *If applicable, insert any exceptions to proprietary rights provision.* *If not applicable, insert "Not applicable."*
27.2	**Future Use of Documents** [*Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:* [The Consultant shall not use these [*insert what applies..... documents and software.....*] for purposes unrelated to this Contract without the prior written approval of the Client.] OR [The Client shall not use these [*insert what applies..... documents and software.....*] for purposes unrelated to this Contract without the prior written approval of the Consultant.] OR [Neither Party shall use these [*insert what applies..... documents and software.....*] for purposes unrelated to this Contract without the prior written approval of the other Party.] **NOTE** *If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted.* *If the Parties wish to restrict such use, any of the options presented here, or any other option agreed to by the Parties, could be used.*
32.1 (a)–(f)	**Assistance and Exemptions** **NOTE** *List here any changes or additions to GCC 32.1. If there are no such changes or additions, delete this Clause SCC 32.1.*
32.1(g)	**Other Assistance to be Provided by Client** **NOTE** *List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 32.1(f).*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
38.1	**Contract Price** The Contract price is: _____ [*insert amount and currency for each currency as applicable and whether it is inclusive or exclusive of local indirect taxes.*] Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [*insert as appropriate: "be paid" or "reimbursed"*] by the Client *[insert as appropriate: "for" or "to"*] the Consultant.
39.1 and 39.2	**Taxes and Duties** [*Note: The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant.*] **NOTE** *The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax or (ii) should be reimbursed by the Client for any such tax they might have to pay or (iii) that the Client would pay such tax on behalf of the Consultant.* *Provision for indirect local taxes should be consistent with Data Sheet 16.3.* *Select one or the other as appropriate:* The Client warrants that [*choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates"*): **NOTE** *Insert this language if Data Sheet 16.3 indicates tax exemption status.* *If ITC 16.3 indicates a tax exemption status, include the following:* "the Consultant, the Sub-Consultants, and the Experts shall be exempt from" OR **NOTE** *Insert this language if Data Sheet 16.3 does not indicate tax exemption status, depending on whether the Client or Consultant shall pay the withholding tax.* *If ITC 16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:* "the Client shall pay on behalf of the Consultant, the Sub-Consultants and the Experts," or "the Client shall reimburse the Consultant, the Sub-Consultants, and the Experts"

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(a) any indirect taxes, duties, fees, levies, and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-Consultants and the Experts in respect of: (b) any payments whatsoever made to the Consultant, Sub-Consultants, and the Experts (other than nationals or permanent residents of the Client's country), in connection with carrying out the Services; (c) any equipment, materials, and supplies brought into the Client's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (d) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; and (e) any property brought into the Client's country by the Consultant, any Sub-Consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: (i) the Consultant, Sub-Consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and (ii) if the Consultant, Sub-Consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.
41.2	The payment schedule: [*Note: Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A.*] 1st payment: [*insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1.*] 2nd payment: _____ .....:_____ Final payment: _____ [*Note: Total sum of all installments shall not exceed the Contract price set up in* ***SCC*** *38.1.*]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
41.2.1	**Advance Payment** [*Note: The advance payment could either be in foreign currency or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies).*] **NOTE** *The advance payment could either be in foreign currency, or the local currency, or both; select the appropriate clause from the options provided. The advance bank payment guarantee should be in the same currency(ies).]* The following provisions shall apply to the advance payment and the advance bank payment guarantee: **NOTE** *Advance payment exceeding 10% of the contract amount should normally be backed by advance payment guarantee.* *Insert amounts of foreign and local currencies, as applicable, in the spaces provided.* *Insert number of days after the effective date GCC 14.1.* *Insert number of months required to set off advance payment.* (1) An advance payment [of [insert amount] in foreign currency] [and of [insert amount] in local currency] shall be made within [insert number] days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset]. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.
41.2.4	**The Consultant's Accounts** **The accounts are:** for foreign currency: [*insert account*]. **NOTE** *Insert foreign currency account in the final contract.* for local currency: [*insert account*]. **NOTE** *Insert local currency account in the final contract.*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
42.1	**Interest rate on delayed payments** The interest rate is: [*insert rate*]. **NOTE** *Normally, the interest rates on delayed payment should be* • *no less than LIBOR + 100bp (if LIBOR for the currency exists); or* • *for currencies with no LIBOR, apply interbank rate plus spread (probably no more than 300 bp).*
45.1	**Dispute Resolutions** [*Note: In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.*] **NOTE** *The Client may choose the most cost-efficient among three arbitration options. The list of other arbitrators can be obtained from FIDIC.* *Please also note that not all ADB developing member countries are signatories to the United Nations Convention (1958) on recognition of Foreign Arbitral Awards. The list of signatories can be checked here: http://www.uncitral.org/uncitral/en/uncitral_texts/arbitration/NYConvention_status.html* *For national shortlisting, the Project Division should consult with ADB's Office of General Counsel for advice to the Client.* **Disputes shall be settled by arbitration in accordance with the following provisions:** 1. **Selection of Arbitrators.** Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within 30 days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [*name an appropriate international professional body, e.g., the Fédération Internationale Des Ingénieurs-Conseils (FIDIC) of Lausanne, Switzerland*] for a list of no fewer than 5 nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within 60 days of the date of the list, [*insert the name of the same professional body*] shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within 30 days after the second arbitrator named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by [*name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.*].

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(c) If, in a dispute subject to paragraph (b), one Party fails to appoint its arbitrator within 30 days after the other Party has appointed its arbitrator, the Party that has named an arbitrator may apply to the [*name the same appointing authority as in said paragraph (b)*] to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to the application shall be the sole arbitrator for that dispute.
	2. **Rules of procedure.** Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. **Substitute arbitrators.** If for any reason an arbitrator is unable to perform his or her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. **Nationality and qualifications of arbitrators.** The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (i)(a) through (i)(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [*Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties*] or of the Government's country. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation of the Consultant [*Note: If the Consultant consists of more than one entity, add:* or of any of their members or Parties]; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.
	5. **Miscellaneous.** In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in [*select a country which is neither the Client's country nor the Consultant's country*]; (b) the [*insert type of language*] language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendixes

Appendix A: Terms of Reference

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; and specific tasks or actions that require prior approval by the Client.

Insert the text based on Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 to TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP.]

Appendix B: Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

Appendix C: Breakdown of Contract Price

Insert the table with the unit rates to arrive at the breakdown of the lump sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away-from-home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])[*]

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/ Year	Social Charges[a]	Overhead[a]	Subtotal	Profit[b]	Away-from-Home Office Allowance	Agreed Fixed Rate per Working Month/ Day/Hour	Agreed Fixed Rate per Working Month/ Day/Hour[a]
Home Office									
Work in the Client's Country									

[a] Expressed as percentage of 1.
[b] Expressed as percentage of 4.
[* If more than one currency, add a table.]

_____ _____
Signature Date

Name and Title: _____

Appendix D: Form of Advance Payments Guarantee

[*Note: Clause GCC 41.2.1 and SCC 41.2.1*]

[*Insert Guarantor letterhead or SWIFT identifier code*]

Bank Guarantee for Advance Payment

Guarantor: _____ [*insert commercial Bank's Name and Address of Issuing Branch or Office*]

Beneficiary: _____ [*name and address of Client*]

Date: _____ [*insert date*]

ADVANCE PAYMENT GUARANTEE No.: _____ [*insert number*]

We have been informed that _____ [*insert name of Consultant or a name of the Joint Venture, same as appears on the signed Contract*] (hereinafter called "the Consultant") has entered into Contract No. _____ [*insert reference number of the contract*] dated _____ [*insert date*] with the Beneficiary, for the provision of _____ [*insert brief description of Services*] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [*insert amount in figures*] (_____) [*insert amount in words*] is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [*insert amount in figures*] (_____) [*insert amount in words*][1] upon our receipt of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has filed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ [*insert name and address of bank*].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the

[1] The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

__ day of _____ [*month*], _____ [*year*],[2] whichever is earlier. Consequently, we must receive any demand for payment under this guarantee at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

_____
[*signature(s)*]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

[2] Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Client's written request for the extension, the request to be presented to the Guarantor before the expiry of the guarantee."

User's Guide to Selection of Consulting Services for Borrowers

Standard Request for Proposals

This User's Guide is intended to provide guidance to borrowers on how to prepare a bidding document for the procurement of consulting services using the Asian Development Bank's Standard Request for Proposal.

About the Asian Development Bank

ADB's vision is an Asia and Pacific region free of poverty. Its mission is to help its developing member countries reduce poverty and improve the quality of life of their people. Despite the region's many successes, it remains home to a large share of the world's poor. ADB is committed to reducing poverty through inclusive economic growth, environmentally sustainable growth, and regional integration.

Based in Manila, ADB is owned by 67 members, including 48 from the region. Its main instruments for helping its developing member countries are policy dialogue, loans, equity investments, guarantees, grants, and technical assistance.

ADB

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