

Request for Proposals

Selection of Consultants

[Through Quality and Cost Based Selection (QCBS) method]

Consulting Services: Preparation of Detailed Project Report for setting up of an Outreach Facility in Kaziranga National Park



August 2022

Letter of Invitation

RFP No. APFBC/PMU/Phase-II/KOF/2022/168/5

Location: Guwahati, Assam, India

Dated Guwahati the 12th August 2022.

Dear Mr./Ms.,

1. The Assam Project on Forest and Biodiversity Conservation Society (APFBCS) (hereinafter called "**Client**") has received financing from Agence Française de Développement ("**AFD**") toward the cost of Assam Project on Forest and Biodiversity Conservation- Phase II. The Client intends to apply a portion of the proceeds of this financing to eligible payments under the Contract for which this Request for Proposals is issued.
2. The Client now invites Proposals to provide the following consulting services (hereinafter called "**Services**"): "**Preparation of Detailed Project Report for setting up of an Outreach Facility in Kaziranga National Park**". More details on the Services are provided in the Terms of Reference (Section VII).
3. A Consultant shall be selected under the Quality and Cost Based Selection (QCBS) method. Eligibility criteria to AFD financing are specified in sub-clause 1.3 of the "Procurement Guidelines for AFD Financed Contracts in Foreign Countries", available online on AFD's website: <http://www.afd.fr>.
4. The RFP includes the following documents:
 - This Letter of Invitation
 - Section I - Instructions to Consultants (ITC)
 - Section II – Data Sheet
 - Section III – Technical Proposal – Standard forms
 - Section IV – Financial Proposal – Standard forms
 - Section V – Eligibility Criteria
 - Section VI – AFD's Policy – Corrupt and fraudulent practices – Social and Environmental Responsibility
 - Section VII - Terms of Reference (TOR)
 - Section VIII – Conditions of Contract and Contract forms
5. Details on the Proposal's submission date, time and address are provided in Sub-Clause 17.7 and 17.9 of the ITC.s

Yours sincerely,

Sd/-

Project Director, PMU, Assam Project on Forest and Biodiversity Conservation Society, 3rd Floor, Aranya Bhavan, Panjabari, Guwahati- 781037, Tel: 0361-2733917; email: pd@apfbc.in

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: APFBC/PMU/Phase-II/KOF/2022/168/5

[Reference number as per Procurement Plan: 21]

Selection of Consulting Services for:

Preparation of Detailed Project Report for setting up of an Outreach Facility in Kaziranga National Park

Client: *Assam Project on Forest and Biodiversity Conservation Society (APFBCS)*

Country: *India*

Project: AFD financed Assam Project on Forest and Biodiversity Conservation Phase II

Issued on: 12th August 2022.

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PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section I - Instructions to consultants

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A. General Provisions

1 Definitions

- 1.1 "**Affiliate(s)**" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- 1.2 "**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.
- 1.3 "**AFD**" means *Agence Française de Développement*(AFD).
- 1.4 "**Client**" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- 1.5 "**Consultant**" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- 1.6 "**Contract**" means a legally binding written agreement signed between the Client and the Consultant. It includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- 1.7 "**Data Sheet**" means an integral part of the Instructions to Consultants (ITC) Section II that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- 1.8 "**Day**" means a calendar day.
- 1.9 "**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Subconsultant or Joint Venture member(s).
- 1.10 "**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.
- 1.11 "**Key Expert(s)**" means an individual professional provided by the Consultant or its Subconsultant, whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's Proposal.
- 1.12 "**ITC**" (this Section I of the RFP) means the Instructions to Consultants that provide the shortlisted Consultants with all information they need to prepare their Proposals.
- 1.13 "**LOI**" means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- 1.14 "**Non-Key Expert(s)**" means an individual professional provided by the Consultant or its Subconsultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- 1.15 "**Proposal**" means the technical Proposal and the financial Proposal of the Consultant.

- 1.16 "**RFP**" means the Request for Proposals to be prepared by the Client for the selection of Consultants.
- 1.17 "**Services**" means the consulting services work to be performed by the Consultant pursuant to the Contract.
- 1.18 "**Subconsultant**" 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.
- 1.19 "**TORs**" (this Section VII of the RFP) means the Terms of Reference that 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 Services.

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 for the Services 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 take into account the Applicable law in preparing their Proposals. They may attend 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 The Client will timely provide, at no cost to the Consultants, 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 interests 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 of interest that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the rejection of the Consultant's Proposal or the termination of its Contract.
- 3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:

3.3.1 Conflicting activities

- 3.3.1.1 Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting 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 non-consulting 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 non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

3.3.2 Conflicting assignments

3.3.2.1 Conflict among consulting assignments: a Consultant (including its Experts and Subconsultants) or any of its Affiliates is free to apply for more than one projects/ assignments, but will be considered only for the project/ assignment which is awarded to the consultant or any of its affiliates first. A Consultant shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same (undertaken in last 12 months) or for another Client.

3.3.3 Conflicting relationships

3.3.3.1 Relationship with the Client's staff: a Consultant (including its Experts and Subconsultants) that has a close business or family relationship with a professional staff of the AFD and APFBC who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the Services, (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 AFD throughout the selection process and the execution of the Contract. AFD NOC would be undertaken for such proposals.

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|----------|---|-----|--|
| 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. Consultants engaged in the upstream activities of the project would not be allowed to participate unless explicitly approved by the client, and AFD NOC undertaken for the same. 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 Consultant any unfair competitive advantage over other competing Consultants. |
| 5 | Corrupt and fraudulent practices | 5.1 | AFD requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI. |
| | | 5.2 | In further pursuance of this policy, Consultant shall permit and shall cause its Experts, Subconsultants, subcontractors, or suppliers to permit AFD to inspect all accounts, records, and other documents relating to the submission of the Proposal and Contract performance (in case of an award), and to have them audited by auditors appointed by AFD. |
| 6 | Eligibility | 6.1 | AFD financing may benefit to Consultants (firms, including Joint Ventures and their individual members) from all countries to offer consulting services for AFD-financed projects subject to compliance with the eligibility criteria specified in Section V. |
| | | 6.2 | Furthermore, it is the Consultant's responsibility to ensure that its Experts, Joint Venture members, Subconsultants, agents (declared or not), subcontractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by AFD in the Section V. |

- 6.3 Government officials and civil servants of the Client's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with the Applicable law, and they (i) are on leave of absence without pay, or have resigned or retired; (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring; and (iii) their hiring 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.
- 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 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.
- 11 Only one Proposal** 11.1 The Consultant shall submit only one Proposal, either in its own name or as a member of a Joint Venture. If a Consultant (including any Joint Venture member) submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected. This does not, however, unless otherwise stated in the **Data Sheet**, preclude a Subconsultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal.
- 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 his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
12.4 Extension of validity period
12.4.1 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.
12.4.2 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.4.3 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

12.5 Substitution of Key Experts in case of extension of validity period

12.5.1 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 such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.5.2 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, such Proposal will be rejected.

12.6 Subcontracting

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

13 Clarification and amendment of RFP

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 amend 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 consideration

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 Services by associating with other consultants in the form of a Joint Venture, it may do so with either (i) non-shortlisted Consultant(s), or (ii) shortlisted Consultants if permitted in the **Data Sheet**. Association with a

non-shortlisted Consultant shall be subject to approval of the Client. When associating with non-shortlisted firms in the form of a Joint Venture, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the Services, but not both. 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 rejected.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. 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.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.1.2 Variations are not allowed.

15.2 The technical proposal shall be prepared using the standard forms provided in Section III of the RFP.

16 Financial Proposal

16.1 The financial proposal shall be prepared using the standard forms provided in Section IV of the RFP. It shall list all costs associated with the Services, including (a) remuneration of Key Experts and Non-Key Experts, (b) other expenses indicated in the **Data Sheet**.

16.2 Price adjustment

For assignments with a duration exceeding 18 months, a price adjustment provision of remuneration rates applies if so stated in the **Data Sheet**.

16.3 Taxes

The financial Proposal should clearly estimate, as a separate amount, the taxes, duties, fees, levies and other charges imposed in the Client's country under the Applicable law, on the Consultants, the Subconsultants, and their Experts (other than nationals or permanent residents of the Client's country), as stated in the **Data Sheet**. The Consultant and its Subconsultants 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**.

16.4 Currency of Proposal

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 local currency.

16.5 Currency of payment

Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17 Submission, sealing and marketing 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 authorized in the **Data Sheet**, the Consultant may choose to submit 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 the financial Proposal 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 Joint Venture 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 initialed by the person signing the Proposal.
- 17.4 The signed technical and financial Proposals shall be marked "**ORIGINAL**", and its copies marked "**COPY**" as appropriate. The number of copies 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.
- 17.5 The original and all the copies of the technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL, [Name of the Services]**", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL TECHNICAL PROPOSAL OPENING**".
- 17.6 Similarly, the original financial Proposal shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL, [name of the Services]**", 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 Services, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE TECHNICAL PROPOSAL OPENING**".
- 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.
- 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 influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- 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 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 address are stated in the **Data Sheet**. The envelopes with the financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority 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 of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names 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 Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
- 20 Proposals evaluation**
- 20.1 Subject to provision of Sub-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.
- 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 Sub-Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted technical and financial Proposals.
- 21 Evaluation of technical Proposals**
- 21.1 The Client's evaluation committee shall evaluate the technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 22 Financial Proposals for QBS**
- 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. 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, 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 those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for 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 choice.
- 23.2 The financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose Proposals have passed the minimum technical score. At the opening, the names of the Consultants, the overall technical scores, and the total prices shall be 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 corrections will be made to the financial Proposal.
- 24.2 Time-based Contracts
In the case of a time-based Contract, 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 respective activities or items in the technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of 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 quantification indicated in the financial Proposal so as to make it consistent with the one indicated in the technical Proposal, apply the relevant unit price included in the financial Proposal to the corrected quantity, and correct the total Proposal cost.
- 24.3 Lump-sum Contracts
In the case of a lump-sum Contract, the Consultant is deemed to have included all inputs that are necessary to perform the Services 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 The Client's evaluation of the Consultant's financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 26 Conversion to single currency**
- 26.1 For the 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**
- 27.1 In the case of quality and cost based selection (QCBS), the total score is calculated by weighting the technical and financial scores and

**(for QCBS, FBS, and
LCS methods)**

adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

27.2 In the case of fixed budget selection (FBS), those Proposals that exceed the budget indicated in Sub-Clause 14.1.4 of the Data Sheet shall be rejected. The Client will select the Consultant that submitted the highest-ranked technical Proposal, and invite such Consultant to negotiate the Contract.

27.3 In the case of least-cost selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

**28 Abnormally low
financial Proposal**

28.1 If the financial Proposal is twenty percent (20%) or more, lower than the Client's estimate, and unless the Client provides justification that the estimate is inaccurate, the Client shall require the Consultants to produce detailed price analyses for any or all items of the financial Proposal, to demonstrate the internal consistency of those prices and priced quantities with the methodology, resources and schedule proposed, as well as the Terms of Reference (TORs). Notwithstanding provisions of Sub-Clause ITC 24.1 which shall not apply, if inconsistencies are evidenced, the financial Proposal shall be declared non-compliant and rejected.

D. Negotiations and Award

29 Negotiations

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

29.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

29.3 Availability of Key Experts

29.3.1 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite 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.

29.3.2 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if 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 such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original Key Expert.

29.4 Technical negotiations

29.4.1 The negotiations include discussions about the Terms of Reference (TORs), 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 TORs or the terms of the Contract and shall not modify the ranking of the Proposals.

29.5 Financial negotiations

29.5.1 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.

29.5.2 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.

29.5.3 In the case of a time-based Contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.

30 Conclusion of negotiations

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

30.2 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 disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. 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.

30.3 The Client reserves the right to annul the RFP process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to Consultants.

31 Award of Contract

31.1 After completing the negotiations the Client shall sign the Contract; if applicable, publish the award information; and promptly notify the other shortlisted Consultants.

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

Section II-Data Sheet

A. General	
ITC 1.2	Applicable law: India
ITC 2.1	Name of the Client: Assam Project on Forest and Biodiversity Conservation Society (APFBCS) Method of selection: Quality and Cost Based Selection (QCBS) Type of Contract: Lump-sum Contract
ITC 2.2	The name of the Services is: Preparation of Detailed Project Report for setting up of an Outreach Facility in Kaziranga National Park.
ITC 2.3	A pre-Proposal conference will be held: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/> Date of pre-Proposal conference: 22nd August 2022 Time: 12: 30 Hrs. Address: Office of the Project Director, Project Management Unit, Assam Project on Forest and Biodiversity Conservation Society (APFBCS), 3rd Floor, Aranya Bhawan, Panjabari, Guwahati- 781037. Telephone: +91 361-2733917 Email: pd@apfbc.in Contact person/conference coordinator: Project Director, APFBCS
ITC 2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: APFBCS will facilitate provision of available information and relevant project-related documentation to the Consultant, if required; and will also facilitate active engagement of the line departments at all levels of administration and other relevant stakeholders;
ITC 3.3	The following additional circumstances shall be considered as a conflict of interest: Any consultants/experts involved in the upstream activity/preparation of the project. The following additional circumstances shall not be considered as a conflict of interest: Not Applicable.
ITC 4.1	Not Applicable, however, this is to mention that (i) M/s Ernst & Young LLP is engaged with APFBC Society for “ Project Management and Monitoring Consultant (PMMC) under Assam Project on Forest and Biodiversity Conservation- Phase II ”, and (ii) M/s Vision EIS Consulting Pvt. Ltd. (Lead), In JV with: M/s Rastriya Gramin Vikash Nidhi (RGVN), And: M/s Care Luit is engaged with APFBC Society for “ Project Implementation Support Agency (PISA) for Micro Planning and Enhancing Livelihood Opportunities ”.
B. Preparation of Proposals	
ITC 9.1	Proposals shall be submitted in English language. All correspondence exchanges and documents shall be in English language.
ITC 10.1	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: <ol style="list-style-type: none">(1) Technical Proposal submission form (TECH-1)(2) Power of Attorney to sign the Proposal(3) Statement of Integrity (signed)(4) Description of methodology, work plan and team composition (TECH-2, TECH-3, TECH-4 and TECH-5 are provided as indicative format)(5) Security methodology that meets the requirements of the terms of reference - <i>security</i> (only in the case of Services in areas labelled as orange or red by the French Ministry of Europe and Foreign Affairs¹)

¹ Or any other French Ministry responsible for the ranking of foreign countries' security conditions, if applicable.

	<p>AND</p> <p>2nd Inner Envelope with the financial Proposal:</p> <p>(1) Financial Proposal submission form (FIN-1)</p> <p>(2) Summary of costs (FIN-2)</p> <p>(3) Breakdown of prices (FIN-3 and FIN-4 are provided as an indicative format in case of lump-sum Contract)</p>
ITC 11.1	Participation of the same JV partner/ Subconsultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes.
ITC 12.1	Proposals must remain valid for 90 calendar days after the proposal submission deadline i.e., until 14th December 2022.
ITC 13.1	<p>Clarifications may be requested no later than 21 (twenty) calendar days prior the proposal submission deadline i.e., until 25th August 2022.</p> <p>The contact information for requesting clarifications is: Project Management Unit, Assam Project on Forest and Biodiversity Conservation Society, 3rd Floor, Aranya Bhavan, Panjabari, Guwahati- 781037; Tel: +91 361-2733917; Email: pd@apfbc.in.</p>
ITC 14.1.2	The total estimated time input of the Key Experts would be for a period of 6 person-months.
ITC 16.1	<p><i>Reimbursable expenses may be given as follows:</i></p> <p>1) <i>Field visits: Field visits entail surveys, data collection and engagement with traders, industries, and local communities to carry out the assignment</i></p> <p>2) <i>Office Stationeries, consumables, etc.</i></p> <p>3) <i>Vehicle hiring</i></p> <p>4) <i>Airfare, including per diem, etc.</i></p> <p>5) <i>Miscellaneous</i></p>
ITC 16.2	A price adjustment provision applies to remuneration rates: No.
ITC 16.3	<p>The Consultant and its Sub-consultants and Experts shall be responsible for meeting all tax liabilities arising out of the contract as per the Indian laws.</p> <p>The amounts payable by the Client to the Consultant under the contract shall be subject to local taxation (e.g., Goods & Services Tax) and deductions at source, however, shall be made as applicable.</p> <p>Information on the consultant's tax obligation in India may be found on the Ministry of Finance, Government of India website. The Consultant shall take advice from their tax consultant and shall suitably provide for indirect tax liability/ GST for this assignment.</p>
ITC 16.4	<p>The Financial Proposal shall be stated in local currency: In Indian Rupee only.</p> <p>The Financial Proposal should state local costs in the Client's country currency (local currency): Yes.</p>
C. Submission, Opening and Evaluation	
ITC 17.1	The Consultants shall NOT have the option of submitting their Proposals electronically.
ITC 17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and 2 copies; and soft copy in Pen drive.</p> <p>(b) Financial Proposal: one (1) original.</p>
ITC 17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 16th September 2022</p> <p>Time: 14.00 Hrs.</p> <p>The Proposal submission address is: Office of Project Director, Project Management Unit, Assam Project on Forest and Biodiversity Conservation Society (APFBCS), 3rd Floor, Aranya Bhavan, Panjabari, Guwahati- 781037. Tel: 0361-2733917; email: pd@apfbc.in</p>

ITC 19.1	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at: “Same as the Proposal submission address”</p> <p>Date: 16th September 2022; Time: 14.30 Hrs.</p>																									
ITC 19.2	<p>Any technical Proposal which does not have a signed submission form or is not accompanied with a written power of attorney, according to Sub-Clause 17.2 of the ITC, will not be considered.</p> <p>In addition, the following information will be read aloud at the opening of the Technical Proposals: Name of the firm along with their sub-consultant(s), if any.</p>																									
ITC 21.1	<p>Criteria, sub-criteria, and point system for the evaluation of the technical Proposals:</p> <table border="1" data-bbox="323 521 1410 1659"> <thead> <tr> <th data-bbox="323 521 1313 562">Criteria</th> <th data-bbox="1313 521 1410 562">Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="323 562 1313 734"> <p>1. Document (s) to demonstrate that the consultant (lead firm) is in the business for the last five (5) years.</p> <p>Scoring: 5 marks for the firm with highest no. of years in business, other firms to be awarded prorated marks.</p> <p><i>(Certificate of Incorporation/ Registration, to be submitted).</i></p> </td> <td data-bbox="1313 562 1410 734" style="text-align: center;">05</td> </tr> <tr> <td data-bbox="323 734 1313 969"> <p>2. The consultant (lead firm) should have a minimum average annual turnover from consultancy/ advisory of INR 0.25 Crore in the last three financial years (i.e. 2018-19, 2019-20 and 2020-21).</p> <p>Scoring: 10 marks for the firm with highest average annual turnover, other firms to be awarded prorated marks.</p> <p><i>(Copies of the audited balance sheet, P/L Statement, Certificate from Chartered Accountant, etc. to be submitted).</i></p> </td> <td data-bbox="1313 734 1410 969" style="text-align: center;">10</td> </tr> <tr> <td data-bbox="323 969 1313 1037"> <p>3. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TOR)</p> </td> <td data-bbox="1313 969 1410 1037" style="text-align: center;">40</td> </tr> <tr> <td data-bbox="323 1037 1313 1182"> <p>4. Key Experts’ qualifications and competence for the Services:</p> <ul style="list-style-type: none"> • Position K-1: Landscape planner/ Architect (15 marks) • Position K-2: Forestry Expert (10 marks) • Position K-3: Finance specialist (5 marks) </td> <td data-bbox="1313 1037 1410 1182" style="text-align: center;">30</td> </tr> <tr> <td data-bbox="323 1182 1313 1630"> <p>5. Specific experience of the Consultant (as a firm) relevant to the Assignment:</p> <p>a) Experience in working with the Central/ State Government for preparing detailed project reports and management plans on setting up of outreach facilities in India in the last 5 years [6 marks] (per project 2 marks)</p> <p>b) Experience in conducting feasibility analysis, financial analysis and cost estimation for setting up of outreach/interpretation centers in last 5 years [3 marks] (per project 1 mark)</p> <p>c) Experience in designing exhibition areas using mixed media and digitized content in the last 5 years [3 marks] (per project 1 mark)</p> <p>d) Experience in conducting research and surveys to establish a sustainable infrastructure adhering to existing guidelines and policies in the last 5 years [3 marks] (per project 1 mark)</p> <p>The Consultant must substantiate the claimed experience by presenting copies of relevant documents and references.</p> </td> <td data-bbox="1313 1182 1410 1630" style="text-align: center;">15</td> </tr> <tr> <td colspan="2" data-bbox="323 1630 1410 1659" style="text-align: right;">TOTAL</td> <td data-bbox="1313 1630 1410 1659" style="text-align: center;">100</td> </tr> </tbody> </table> <p>Evaluation of criterion N°3:</p> <p>The number of points to be assigned for this criterion shall be determined considering the following four sub-criteria and relevant percentage weights:</p> <table border="0" data-bbox="323 1753 1410 2011"> <tr> <td>(i) The methodology is clear and complete: all services, an organization described, resources mobilized, list of activities, risks and assumptions</td> <td style="text-align: right;">15%</td> </tr> <tr> <td>(ii) The methodology is relevant: it brings an added value to the TORs and contains innovations</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>(iii) The work plan is detailed, realistic and in line with the TORs and proposed methodology</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>(iv) The number of experts and the expected number of working days for each expert is adequate to satisfactorily perform each activity.</td> <td style="text-align: right;">25%</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">100%</td> </tr> </table>	Criteria	Marks	<p>1. 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Key Experts’ qualifications and competence for the Services:</p> <ul style="list-style-type: none"> • Position K-1: Landscape planner/ Architect (15 marks) • Position K-2: Forestry Expert (10 marks) • Position K-3: Finance specialist (5 marks) 	30	<p>5. Specific experience of the Consultant (as a firm) relevant to the Assignment:</p> <p>a) Experience in working with the Central/ State Government for preparing detailed project reports and management plans on setting up of outreach facilities in India in the last 5 years [6 marks] (per project 2 marks)</p> <p>b) Experience in conducting feasibility analysis, financial analysis and cost estimation for setting up of outreach/interpretation centers in last 5 years [3 marks] (per project 1 mark)</p> <p>c) Experience in designing exhibition areas using mixed media and digitized content in the last 5 years [3 marks] (per project 1 mark)</p> <p>d) Experience in conducting research and surveys to establish a sustainable infrastructure adhering to existing guidelines and policies in the last 5 years [3 marks] (per project 1 mark)</p> <p>The Consultant must substantiate the claimed experience by presenting copies of relevant documents and references.</p>	15	TOTAL		100	(i) The methodology is clear and complete: all services, an organization described, resources mobilized, list of activities, risks and assumptions	15%	(ii) The methodology is relevant: it brings an added value to the TORs and contains innovations	30%	(iii) The work plan is detailed, realistic and in line with the TORs and proposed methodology	30%	(iv) The number of experts and the expected number of working days for each expert is adequate to satisfactorily perform each activity.	25%	Total	100%
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Total	100%																									

	<p>Evaluation of criterion N°4:</p> <p>The number of points to be assigned to each Key Expert mentioned above shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table border="0"> <tr> <td>(i) General qualifications (general education, training, and experience)</td> <td style="text-align: right;">20%</td> </tr> <tr> <td>(ii) Adequacy for the Services (relevant education, training, experience in the sector/ similar services)</td> <td style="text-align: right;">70%</td> </tr> <tr> <td>(iii) Relevant experience in the region (working level fluency in local language(s)/ knowledge of local culture or administrative system, government organization, etc.)</td> <td style="text-align: right;">10%</td> </tr> <tr> <td style="text-align: right;">Total Weight</td> <td style="text-align: right;">100%</td> </tr> </table> <p>The minimum technical score (St) required to pass is: 75 on a scale of 1 to 100.</p> <p><i>Note: Consultants may be asked to make a presentation via video conference to explain their methodology, key experts profile and their approach for this project if required.</i></p>	(i) General qualifications (general education, training, and experience)	20%	(ii) Adequacy for the Services (relevant education, training, experience in the sector/ similar services)	70%	(iii) Relevant experience in the region (working level fluency in local language(s)/ knowledge of local culture or administrative system, government organization, etc.)	10%	Total Weight	100%
(i) General qualifications (general education, training, and experience)	20%								
(ii) Adequacy for the Services (relevant education, training, experience in the sector/ similar services)	70%								
(iii) Relevant experience in the region (working level fluency in local language(s)/ knowledge of local culture or administrative system, government organization, etc.)	10%								
Total Weight	100%								
ITC 22.1	Quality and Cost Based Selection ("QCBS") method is followed.								
ITC 23.1	An online option of the opening of the Financial Proposals is offered: No								
ITC 25.1	<p>The evaluation will be carried out based on the Consultant's financial Proposal excluding all taxes, duties and fees identified in Sub-Clauses 43.1 and 43.2 of the Special Conditions of Contract. During negotiations of the Contract, the calculation of applicable taxes, duties and fees will be examined and agreed upon.</p> <p>Applicable taxes, duties and fees shall be added, if needed, to the Contract Price on a separate line with a reference to the Sub-Clauses 43.1 and 43.2 of the Special Conditions of Contract for payment modalities.</p>								
ITC 26.1	Prices shall be quoted in Indian Rupees only								
ITC 27.1	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows:</p> <p>$Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the Proposal under consideration.</p> <p>The weights are given to the technical (T) and financial (F) Proposals are:</p> <p>T = 80 and F = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T the weight given to the technical Proposal; F = the weight given to the financial Proposal; T + F = 1) as following: $S = St \times T\% + Sf \times F\%$.</p>								
D. Negotiations									
ITC 29.1	<p>Expected date and address for contract negotiations:</p> <p>Date: 2nd week of November 2022</p> <p>Address: Office of Project Director, Project Management Unit, Assam Project on Forest and Biodiversity Conservation Society (APFBCS), 3rd Floor, Aranya Bhavan, Panjabari, Guwahati- 781037; Tel: 0361- 2733917; email: pd@apfbc.in</p>								
ITC31.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: the information will be published on www.apfbc.nic.in</p> <p>The publication will be done within 15 days after the contract signing.</p>								
ITC31.2	<p>Expected date for the commencement of the Services:</p> <p>Date: Last week of November 2022 in Assam.</p>								

Section III –Technical Proposal – Standard forms

Form TECH-1: Technical Proposal submission form

_____ [Location, Date]

To: _____ [Name and address of the Client]

Dear Sirs:

We, the undersigned, offer to provide the Services for [Preparation of Detailed Project Report for setting up of an Outreach Facility in Kaziranga National Park](#) in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this technical Proposal and a Financial Proposal sealed in a separate envelope.

[If the Consultant is a Joint Venture, insert the following: "We are submitting our Proposal as a Joint Venture with: [Insert a list with the 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 JV 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 Joint Venture.

[OR

If the Consultant's Proposal includes Subconsultants, insert the following:]

We are submitting our Proposal with the following firms as Subconsultants: *[Insert a list with the full name and address of each Subconsultant]*.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to the rejection of our Proposal by the Client;
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in, Sub-Clause 12.1 of the Data Sheet;
- c) We have no conflict of interest in accordance with Clause 3 of the ITC;
- d) Except as stated in the Data Sheet, Sub-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 Sub-Clauses 12.5 and 29.3 of the ITC shall end Contract negotiations;
- e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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 Sub-Clause 31.2 of the Data Sheet.

We acknowledge and agree that the Client reserves the right to annul the selection process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to us.

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 email): _____

[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.]

**Appendix to the technical Proposal submission form -
Statement of Integrity, Eligibility and Environmental and Social Responsibility**

Reference name of the bid or proposal: _____ (The "Contract")

To: _____ (The "Contracting Authority")

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or sub-consultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub-consultants is in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been:
 - a) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the Contract is implemented, of fraud, corruption or of any other offence committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of the Contract);
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offence committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of the Contract);
 - c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offence committed during the procurement process or performance of an AFD-financed contract;
 - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

- 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debar> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of the Contract);
- 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub-consultants are in any of the following situations of conflict of interest:
 - 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
 - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to the information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
 - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - 3.5 In the case of procurement of goods, works or plants:
 - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of the Contract;
 - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for the Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
 - 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
 - 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
 - 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of

any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

- 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
 - 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
 - 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub-consultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
 - 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or sub-consultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or sub-consultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____ Dated: _____

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

Form TECH-2: Technical Proposal

[Below is a suggested structure of the technical Proposal]

A. Consultant's Structure and Experience

[Provide here a brief description of the background and organization of your company, and - in case of a joint venture - of each member that will be participating in the Services, including an organizational chart, a list of board of directors, and beneficial ownership.]

B. Description of Approach, Methodology, and Work Plan in accordance with the Terms of Reference

a) **Technical approach and methodology:**

[Please explain your understanding of the objectives of the Services as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Include here your comments and suggestions on the TORs and comments on counterpart staff and facilities provided by the Client if any. Please do not repeat/copy the TORs in here.]

b) **Work Plan**

[Please outline the plan for the implementation of the main activities/tasks of the Services, 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 TORs 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 schedule form (form TECH-3) may be used for that purpose.]

C. Consultant's Organization and Staffing

[Please describe the structure and composition of your team, including a list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff, and staffing for training, if the Terms of Reference specify training as a specific component of the Services. Experts' inputs should be specified and should be consistent with the proposed methodology and the TORs requirements. form TECH-4 may be used for that purpose. CVs of all experts shall be provided (form TECH-5 may be used for that purpose).]

**Form TECH-3:
Work schedule and planning for deliverables
(Indicative format)**

N°	Deliverables ¹ (D - _)	Month ^{2&3}											TOTAL	
		1	2	3	4	5	6	7	8	9	...	n		
D - 1	<i>[e.g., Deliverable #1: Report A]</i>													
	Data collection													
	Drafting													
	Inception report													
	Incorporating comments													
	...													
	Delivery of final report to Client													
D - 2	<i>[e.g., Deliverable #2: _____]</i>													
	Etc.													
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 Services, indicate the activities, delivery of reports, and benchmarks separately for each phase.

² **Duration of activities shall be indicated in the form of a bar chart.**

³ Include a legend, if necessary, to help read the chart.

**Form TECH-4:
Team Composition, Assignment and Key Experts' Input
(Indicative format)**

N°	Name	Expert's Input (in person/month) per each Deliverable (listed in TECH-3)								Total Time Input (in Months)		
		Position	Location	D - 1	D - 2	D - 3	D - __	Etc.	Home ¹	Field ²	Total
KEY EXPERTS³												
K-1	[e.g., Mr. Abbb]	[Team Leader]	[Home] [Field]	[2 months] [0.5 m]	[1.0] [2.5]	[1.0] [0]						
K-2												
K-3												
K-4												
Total												



Full time input



Part time input

¹ "Home" means work in the office in the expert's country of residence.

² "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence. **[For consultant's experts normally working in India, the terms "Home" and "Field" in this aspect shall be treated as the same, i.e. "Home"]**

³ For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC 21.1.

**Form TECH-5:
Curriculum Vitae (CV)
(Indicative format)**

Position Title and No.:	<i>[e.g., K-1, Team Leader]</i>
Name of Expert:	<i>[insert full name]</i>
Date of Birth:	<i>[day/month/year]</i>
Country of Citizenship/Residence:	<i>[insert country]</i>

Education: *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained.]*

Employment record relevant to the Services: *[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the Services does not need to be included.]*

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Services
<i>[e.g., May 2015 - present]</i>	<i>[e.g. Ministry of _____, advisor/consultant to _____ For references: phone _____ / email _____, Mr. Bbbbbbb, deputy minister]</i>		

Membership in Professional Associations and Publications: _____

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Services:

Detailed Tasks Assigned to Consultant's Team of Experts	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>[List all deliverables/tasks as in TECH-3 in which the Expert will be involved]</i>	

Expert's contact information:*[email: _____, phone: _____]*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the Services in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

[day/month/year]

Name of Expert Signature Date

[day/month/year]

Name of authorized Representative of the Consultant Signature Date
[the same who signs the Proposal]

Important Note: CVs not signed by the Respective Experts and by the Authorized Representative of the Consultant (the same who signs the Technical Proposal) may not be considered for technical evaluation and marking.

Section IV – Financial Proposal – Standard forms

Form FIN-1: Financial Proposal submission form

[Location, Date]

To: _____
[Name and address of Client]

Dear Sirs,

We, the undersigned, offer to provide the Services for *[Insert title of Services]* in accordance with your Request for Proposal dated *[Insert Date]* and our technical Proposal.

Our attached financial Proposal is for the amount of *[Indicate amount(s) in words and figures for each currency(ies)]*, excluding taxes, duties and fees as per Sub-Clause 16.3 of the Data Sheet. The estimated amount of these applicable taxes, duties and fees in the Client's country is *[Insert amount in words and figures and currency]* 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 Sub-Clause 12.1 of the Data Sheet.

We understand you reserve the right to annul the process and reject all Proposals at any time prior to Contract award.

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

Email: _____

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

Form FIN-2: Summary of Costs

[Note: In the case of a conditional phase, this must appear separately in the tables, and the total price of the Proposal must include the amount of the conditional phase.]

LUMPSUM CONTRACT (UNIT PRICES)

Item	Cost	
	<i>[Consultant must state the proposed Costs in accordance with Sub-Clause 16.4 of the Data Sheet; delete columns which are not used]</i>	
	<i>[Insert foreign currency]</i>	<i>[Insert local currency]</i>
Cost of the Financial Proposal (excluding taxes)¹:		
– Remuneration		
– Other expenses <i>[specify lump-sum or reimbursable]</i>		
–		
Total Cost of the Financial Proposal (excluding taxes)¹: <i>[this amount must be the same as in the Form FIN-1]</i>		
Taxes Estimates² in the Client's country – to be discussed and finalized at the negotiations if the Contract is awarded		
– Value Added Tax (VAT) or equivalent		
– Withholding tax ³		
– Contract registration fees ⁴		
– Customs duties		
Total Estimate for taxes, duties and fees in the Client's country:		

NB: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

¹ Taxes, duties and fees to be excluded from the Financial Proposal and presented separately are indicated in Sub-Clause 16.3 of the ITC.

² List here the taxes, duties and fees to be presented separately in accordance with Sub-Clause 16.3 of the ITC.

³ On the invoices from the Consultant based outside the Client's country.

⁴ Add a line here if there are other similar fees such as a fee to the regulatory body for public procurement, or equivalent.

Form FIN-3: Breakdown of Remuneration

[Note:

- For time-based Contracts, this form will serve as a basis for payment.
- For lump-sum Contracts, the data provided in this form will not be used for the payment of the Services, but, if needed, to define payments to the Consultant for additional services requested by the Client. The format of this form is indicative.]

A. Remuneration: _____						
No.	Name	Position (as in TECH-4)	Person/Day ¹ Remuneration Rate (excluding taxes)	Time Input in Person/Day (from TECH-4)	[Foreign currency - as in FIN-2]	[Local currency - as in. FIN-2]
---	Key Experts	_____	_____	_____	_____	_____
K-1	_____	_____	[Home] ----- [Field]	_____	_____	_____
K-2	_____	_____	----- ----- -----	_____	_____	_____
---	_____	_____	----- ----- -----	_____	_____	_____
Total Costs (excluding taxes)					_____	_____

¹ Unlike short-term experts who will be calculated in Expert/Day, long-term Experts will be calculated in Expert/Month.

Form FIN-4: Breakdown of Other Expenses

[Note:

- For time-based Contracts, this form will serve as a basis for payment.
- For lump-sum Contracts, the data provided in this form will not be used for the payment of the Services, except in the case of reimbursable expenses (see column "Unit Cost").]

B. Other Expenses: _____							
No.	Type of Other Expenses ¹	Unit	Unit cost ²	Unit Cost (excluding taxes)	Quantity	[Foreign currency – as in FIN-2]	[Local Currency – as in FIN-2]
—	Per diem allowances ³	Day	Lump-Sum	_____	_____		
—	International flights	Ticket	Lump-Sum				
—	In/out airport transportation	Trip	Lump-Sum				
—	Communication costs between [Insert place] and [Insert place]	Month	Lump-Sum			_____	
—	Reproduction of reports	1	Lump-Sum			_____	
—	Office rent	Month	Lump-Sum			_____	
—	...	_____	_____			_____	
—	Training of the Client's personnel – if required in TORs	As per TORs	Lump-Sum			_____	
Total Costs (excluding taxes)							

¹ Delete any item not relevant to the Services.

² Substitute "Lump Sum" by "Reimbursable" if the Client prefers to reimburse incurred expenses at their actual cost.

³ Per diem allowance is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section V- Eligibility Criteria

Eligibility in AFD-Financed Procurement

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal Persons¹ (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:
 - 2.1 Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - 2.2 Have been:
 - a) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of the contract;
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of the Contract;
 - c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3 Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4 Have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.5 Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;
 - 2.6 Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together

¹ Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of the contract;

- 2.7 Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD's satisfaction, through all relevant documents, including its Charter and other information AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section VI – AFD Policy – Corrupt and Fraudulent Practices – Environmental and Social Responsibility

1. Corrupt and Fraudulent Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to AFD to remedy the situation, including by failing to inform AFD at the time they knew of such practices.

AFD defines, for the purposes of this provision, the terms set forth below as follows:

- a) Corruption of a Public Officer means:
 - The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person¹ or entity, for such Public Officer to act or refrain from acting in his official capacity; or
 - The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- b) A Public Officer shall be construed as meaning:
 - Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that natural Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the natural Person occupies;

¹ Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

- Any other natural Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
 - Any other natural Person defined as a Public Officer by the national laws of the country of the Contracting Authority.
- c) Corruption of a Private Person² means:
- The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or;
 - The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- e) Anti-competitive practices mean:
- Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
 - Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
 - Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

2. Environmental and Social Responsibility

In order to promote sustainable development, AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Suppliers, contractors, subcontractors, consultants or subconsultants for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

- a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
- b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

² Means any natural Person other than a Public Officer.

Section VII – Terms of Reference

I. Background

Assam's population is expected to increase to 34 million by 2021¹ and continue to grow. A vast majority (86%) still resides in rural areas². Catering to the demands of a rising population as well as meeting its developmental goals is going to be a major challenge for the state, especially in terms of managing the pressure on its forests and natural resources to meet those needs. It is also important to note that Assam is a primarily rural state, with 53% of its population engaged in agriculture³. Production of all crop types has been increasing⁴, and the majority of the rising population is bound to stay within the sector. This means that the pressure on forest areas to make way for more agricultural land is set to continuously increase. This also sets the stage for increasing instances of man-animal conflicts as people breach natural habitats to meet their needs. Further, the global issue of climate change is a major threat to Assam's rich and complex ecosystems. Forest communities that depend directly on forests will be especially vulnerable.

This interrelated web of challenges being faced by the state needs urgent solutions. The Forest Department, being the custodian of the forests, operates at the juncture where people and natural resources interact. The department needs to address these challenges, while also increasing its capacity to do so. To support the Forest Department of Assam in its endeavor to effectively manage its forest and biodiversity, the French Development Agency – Agence Française de Développement (AFD) and the State Government of Assam co-funded "Assam Project on Forest and Biodiversity Conservation (APFBC)". Phase – I of the project was implemented between February 2012 and May 2019. Phase II of the project has commenced in August 2019.

II. Project Description

Forest Department in Assam is composed of three primary wings that manage the forest divisions – Territorial (33), Social Forestry (14), and Wildlife (8). The Forest department also has a Research, Education, and Working Plan (REWP) wing who are responsible for working plan preparation & forest resources inventory and assessment.

The Assam Project on Forest and Biodiversity Conservation Society, a Special Purpose Vehicle created by the Government of Assam and registered under the Societies Registration Act is mandated with overall execution, management, and coordination of the project activities through a Project Management Unit (PMU) established to implement the project. Project implementation sites - Forest Divisions and other entities – would be considered Field Implementation Units (FIUs). The PMU will be supported by technical assistance from a Project Management and Monitoring Consultant (PMMC).

The overall vision of the project is that it *contributes through the Forest Department to the conservation of nature for a healthier ecosystem and happier communities*. This overarching vision/goal shall be reached through the following three main specific objectives:

- Developing participatory Sustainable Forest and Biodiversity management under changing climatic conditions.
- Improving the livelihoods for Forest neighbouring communities through inclusive (collective and individual) supports.
- Strengthening the Forest department to better fulfil its missions.

¹<http://censusindia.gov.in/Census Data 2001/Projected Population/Projected Population.pdf>

²http://censusindia.gov.in/2011census/censusinfodashboard/stock/profiles/en/IND018_Assam.pdf

³<https://hfw.assam.gov.in/documents-detail/population-and-women-empowerment-policy-of-assam>

⁴<http://planningcommission.gov.in/plans/stateplan/present/assam.pdf>

The project is divided into four major components. Brief description of each component is presented below:

1. *Component 1: Conservation of Ecosystems:* The key focus of APFBC Phase II is the conservation of forests and wildlife. It is divided into two sub-components to ensure each receives due attention:
 - a. *Sustainable Forest Management:*

This includes a state-wide forest resource mapping to form a comprehensive database of the state's natural resources and conservation needs. This would be followed by 12,500 ha of plantations, efforts towards setting up Climate Change and REDD+ processes, and further improvement of infrastructure (construction/ renovation of staff quarters, office buildings, etc.) needed by frontline staff to execute these works as well as their regular duties.
 - b. *Biodiversity Conservation:*

This subcomponent addresses the pressing conservation needs of the rich biodiversity of the state through improvements in several areas such as Protected Area Management, up-gradation of veterinary infrastructure, conservation plans for various species, etc.
2. *Component 2: Community Engagement:* aims to further strengthen the 140 existing communities that were supported in Phase I as well as support 125 new communities through capacitating Joint Forest Management Committees (JFMCs)/Eco Development Committees (EDCs) for joint forest management and linking them with alternate livelihood options. This is expected to empower them economically and reduce dependence on forests for basic needs (such as affording gas cooking instead of firewood). There is a major focus on market linkage to ensure that livelihood intervention provides sustainable economic growth. To further ensure the efficiency and sustainability of the intervention, component 2 aims to converge with existing state/center-level livelihood schemes. This will enable the communities (women and men) to reap benefits from the activities even after the project is over.
3. *Component 3: Institutional Strengthening:* is aimed at improving various departmental cells to enable better management of the staff and resources. The component aims to address the Forest Department's most urgent institutional gaps, ensuring that it is equipped to deal with the complex challenges it faces.
4. *Component 4: Climate, Gender, and Social Inclusion:* Throughout the project activities, climate, gender, and social inclusion will be recurring and cross-cutting themes for all activities. This is reflected in the Project's Environmental and Social Commitment, which will be fulfilled through the Environmental and Social Management System and the Gender Action Plan. The project is committed to ensuring fair gender representation as well as the inclusion of vulnerable sections of all stakeholders, especially in the case of its beneficiary communities. This translates to a participative approach wherever applicable, such as for microplanning with the community; and an inclusive approach inviting a broad representation of community members, such as in case of livelihood training. Considering the wide ambit of project activities that would interact with forests, biodiversity, and other large infrastructural undertakings (equipment, vehicles, buildings, etc.), the Project shall closely monitor its activities to ensure alignment with its climate, gender, and social inclusion commitments.

Expected Outcomes of the Project: The expected outcomes of APFBC Phase-II are as under:

- Enhanced sustainable and participatory forest management under changing climatic conditions.
- Sustainable and participatory management of biodiversity/ecosystems.
- Improved livelihood of forest-dependent communities.
- Strengthened institutional capacities for inclusive management of natural resources.

Implementation Arrangements: The APFBCS is a Special Purpose Vehicle (SPV) created by the Government of Assam. The SPV is registered under the Societies Registration Act and is mandated to ensure planning, coordination, execution, and overall management of the project activities, through a Project Management Unit (PMU) that has been established to implement the project.

Project Documents: Further details of the project, implementation arrangements, and the project documents are available on the project website www.apfbc.nic.in

III. Objective of the Assignment:

The key objective of this assignment is to prepare a Detailed Project Report (DPR) for setting up of an Outreach Centre at Kaziranga National Park. The broad objectives are:

- Prepare a Detailed Project Report (DPR) examining the technical, financial, economic, and social feasibility of the proposed sites
- Conduct a SWOT analysis of the sites and identify one optimal site to set up the Outreach Centre
- Recommendations to setup a state-of-the-art, technology-enabled infrastructure for the Outreach Centre
- Create content for the state of art Outreach centre

IV. Scope of the Assignment:

The Consultant is required to deliver on a diverse set of activities for preparing the DPR for the Kaziranga Outreach Facility. The indicative scope of work is as follows :

1. The Consultant would prepare a Detailed Project Report (DPR) after conducting the strengths, weakness, opportunities, and threats (SWOT) analysis and probing the technical, financial, economic, and social feasibility of the proposed sites to establish the outreach facility. The Consultants would examine the requirement of new infrastructure facilities/renovation of existing infrastructure such as parks, lawns, landscaping, tech-enabled interpretation center, literature center, food court, sales counter (Banashristi products), lavatory facilities, fencing and security facilities.
2. The Consultant would prepare a detailed design, detailed working drawings, estimates, bill of quantities and bid documents to justify the investment proposal. The technical specifications should be following the approved Indian Standards on sustainable infrastructure designs and adhere to the applicable regulatory standards of the Government of India.
3. The DPR would suggest setting up a state-of-the-art information center with a tech-enabled gallery showcasing the natural history of Kaziranga National Park, the status of wildlife, current conservation efforts, indigenous and endangered species found in the habitat, endemic floral diversity of the region among others.
4. The consultant would catalogue the list of indigenous and endangered species found in the habitat, endemic floral diversity of the region among others. It would also prepare the outreach media plan and identify media channels to promote and create awareness regarding the outreach facility.
5. Examine the tourist footfall in the proposed sites and identify the amenities required to facilitate the tourists/visitors considering technical, financial, legal, regulatory, social, and environmental aspects
6. Identify and detail out the methods and media/communication medium to sensitize the tourists and residents on biodiversity conservation of the habitat.
7. Suggestions for route map including the suggestion of vehicular traffic, defined entry and exit points (one-way movement), pedestrian walks and development connecting suitable locations/points/structures within permissible limits of Local Authority
8. Carry out financial analysis, cost estimate, feasibility analysis to justify the investment proposal

9. Preparing detailed designs, detailed working drawings, estimates, bill of quantities and bid documents to justify investment proposal. The technical specifications should be following the approved Indian Standards on sustainable infrastructure designs and adhere to the applicable regulatory standards of the Government of India.
10. Prepare a maintenance plan for the outreach facility
11. Prepare outreach media plan and identify media channels to promote and create awareness
12. Formulate monitoring framework and indicators to measure the progress of the implementation of the outreach facility
13. Submit regular progress reports on DPR preparation for the outreach facility

V. Key Tasks to be carried out:

1. Prepare a Detailed Project Report (DPR) for setting up of the Outreach Facility in Kaziranga National Park
 - a. Situation Analysis of the Sites
 - SWOT Analysis of the proposed sites
 - Analysis of tourist flow, infrastructure provisions, jobs, and other economic opportunities in the proposed sites
 - Details of the indigenous and endangered species, endemic floral diversity of the region and limiting factors
 - Survey of the proposed sites including land measurement and infrastructure construction/renovation requirement
 - b. Implementation Plan for the Outreach Facility
 - Infrastructure Need Assessment for setting up the outreach facility
 - Financial Assessment for setting up and managing the outreach facility
 - Capacity needs assessment of the stakeholder's who will be involved in administration and operations of the outreach facility
 - c. Multi-media outreach promotion plan for creating awareness regarding the outreach facility
 - d. Human resource requirement for smooth functioning of the outreach facility
 - e. Financial planning and budgeting for procurement, salary, maintenance among others for smooth functioning of the outreach facility
 - f. Security requirements including CCTV cameras, fencing, scanners, guards and so on for securing the outreach facility
 - g. IT assets requirement for establishing/monitoring the outreach facility
 - h. Cataloguing of the indigenous and endangered species and floral variety

VI. Duration of the assignment:

The time period shall be for period of Three (3) months after the date of effectiveness. The duration may be extended by the client with mutual agreement of the parties or co-terminus with the project duration.

VII. Technical expertise:

The consultant organization or the joint venture should have:

1. A demonstrated track record of preparing detailed project reports and management plans on setting up of outreach facilities in national parks/wildlife sanctuaries (operation, design, evaluation, development, and implementation).

2. Experience in working with the Central/State Government in India for preparing detailed project reports and management plans on setting up of outreach facilities in national parks/wildlife sanctuaries
3. Experience in conducting feasibility analysis, financial analysis, and cost estimation for setting up of outreach/interpretation centers
4. Experience in designing exhibition areas using mixed media and digitized content
5. Experience in conducting research and surveys to establish a sustainable infrastructure adhering to existing guidelines and policies

VIII. Deliverables, Timeline and Payment Schedule:

Sl.	Deliverables/Milestone	Submission Timeline from the contract signing date	% of payment
1.	Deployment of team, Finalized methodology, guidelines, study sites, and submission of the Inception Report	Within 15 days	10%
2.	Submission of 1 st interim progress report	Within 45 days	20%
3.	Catalog of the indigenous and endangered and endemic floral variety	Within 60 days	20%
4.	Draft Detailed Project Report with a Power Point presentation	Within 75 days	20%
5.	Final detailed progress report with a Power Point presentation (incorporating comments raised by stakeholders)	Within 90 days	30%

IX. Team Composition:

The consultancy firm needs to deploy the following key staff, whose CVs are to be evaluated during evaluation of the technical proposal:

Sl.	Position	Qualification & Experience	Person-months required
1.	Landscape planner/ Architect	Advanced university degree (M. Tech/ M. Arch /M. Planning or higher) in Town Planning / Urban Planning / Architecture or a related discipline with a minimum of 5 years of experience. Experience in structural design of outreach facility/interpretation center. Experience in designing tourist places and relevant products would be preferred.	3
2.	Forestry Expert	Postgraduate in Horticulture/Agriculture/Forestry with a minimum of 5 years of experience. Experience in taxonomy/cataloging of endemic floral varieties of a region along with experience in maintaining garden, arboretum, and plantation. Experience in detailing conservation initiatives for the identified endemic floral varieties and wildlife species.	2
3.	Finance Specialist	MBA in finance from a reputed university/institute with a minimum of 7 years of experience in financial management. Experience in financial analysis or financial projections.	1

X. Client's Inputs and Counterpart Personnel:

Services and Facilities: PMU shall provide the Consultant with all services, necessary/relevant inputs, and background information/documents at its disposal in respect of the project, as may be required, including training venue and logistics cost.

Counterpart Personnel from Forest Department's side shall be decided during the project inception meeting.

PART II - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - Conditions of Contract and Contract forms

CONTRACT FOR CONSULTING SERVICES

Project Name: Assam Project on Forest and Biodiversity Conservation- Phase II

Contract No.: APFBC/PMU/Phase-II/KOF/2022/168/...

Between

Assam Project on Forest and Biodiversity Conservation Society
and

[Name of the Consultant]

Date: _____

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I – FORM OF CONTRACT

This contract (hereinafter called the "**Contract**") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *Assam Project on Forest and Biodiversity Conservation Society* (hereinafter called the "**Client**") and, on the other hand, *[name of Consultant]* (hereinafter called the "**Consultant**").

[Note: If the Consultant consist 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 JV] 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 the Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant")."]

WHEREAS:

1. The Client has requested the Consultant to provide services as defined in the Terms of Reference specified in **Appendix A** of the Contract (hereinafter called the "**Services**");
2. 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 the Contract;
3. The Client has received funds from *Agence Française de Développement* ("**AFD**") toward the cost of the Services and intends to apply a portion of these funds to eligible payments under the Contract, it being understood that (i) payments by AFD will be made only at the request of the Client and upon approval by AFD; (ii) such payments will be subject, in all respects, to the terms and conditions of the agreement between the Client and AFD providing for the funds, and (iii) no party other than the Client shall derive any rights from the agreement or have any claim to the funds 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 the Contract:
 - a) The General Conditions of Contract, including Attachment 1 (AFD Policy – Corrupt and Fraudulent Practices – Social and Environmental Responsibility), and Attachment 2 (Eligibility Criteria).
 - b) The Special Conditions of Contract.
 - c) Appendices:
 - Appendix A: Terms of Reference;
 - Appendix B: Consultant's technical Proposal (including methodology and Experts, and the signed Statement of Integrity);
 - Appendix C: Breakdown of the Contract Price(s);
 - Appendix D: Form of Advance Payment Guarantee.

In the event of any inconsistency between the documents, the following priority order shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1, Attachment 2, Appendix A; Appendix B; Appendix C and Appendix D. Any reference to the Contract shall include, where the context permits, a reference to its Appendices.

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 the Contract to be signed in their respective names as of the day and year first above written:

For and on behalf of *Assam Project on Forest and Biodiversity Conservation Society*

[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

[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**
- 1.1 Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:
- a) "**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 **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - b) "**AFD**" means *Agence Française de Développement* (AFD).
 - c) "**Client**" means the implementing agency that signs the Contract for the Services with the selected Consultant.
 - d) "**Consultant**" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - e) "**Contract**" means the legally binding written agreement signed 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), the Special Conditions (SCC), and the Appendices).
 - f) "**Day**" means a calendar day unless indicated otherwise.
 - g) "**Effective Date**" means the date on which the Contract comes into force and effect pursuant to Clause GCC 11.
 - h) "**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Subconsultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - i) "**Foreign Currency**" means any currency other than the currency of the Client's country.
 - j) "**GCC**" means these General Conditions of Contract.
 - k) "**Joint Venture (JV)**" means 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.
 - l) "**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 Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's Proposal.
 - m) "**Local Currency**" means the currency of the Client's country.
 - n) "**Non-Key Expert(s)**" means an individual professional provided by the Consultant or its Subconsultant to perform the Services or any part thereof under the Contract.

- o) "**Party**" means the Client or the Consultant, as the case may be, and "**Parties**" means both of them.
 - p) "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
 - q) "**Services**" means the work to be performed by the Consultant pursuant to the Contract, as described in **Appendices A and B** of the Contract.
 - r) "**Subconsultants**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- 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 the Contract, has the complete charge of the Experts and Subconsultants, 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 The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable law.
- 4 Language** 4.1 The 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 the Contract.
- 5 Headingd** 5.1 The headings shall not limit, alter or affect the meaning of the Contract.
- 6 Communications** 6.1 Any communication required or permitted to be given or made pursuant to the Contract shall be made 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 Client's country or elsewhere, as the Client may approve.
- 8 Authority of member in charge** 8.1 In case the Consultant is a Joint Venture, the members hereby authorize the lead member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under the 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 the Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.

10 Corrupt and Fraudulent Practices, and Social and Environmental Responsibility 10.1 AFD requires compliance with its policy in regard to corrupt and fraudulent practices, social and environmental responsibility as set forth in **Attachment 1** to the GCC.

B. Commencement, Completion, Modification and Termination of Contract

11 Effectiveness of Contract 11.1 The 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 the 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 twenty two (22) days written notice to the other Party, declare the 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 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, the Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

15 Entire agreement 15.1 The 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 the 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 AFD is required.

17 Force Majeure 17.1 Definition:

17.1.1 For the purposes of the Contract, "**Force Majeure**" means an event which is 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. It includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, confiscation or any other action by government agencies.

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

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

17.2 Non breach of Contract:

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, the 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 the Contract.

17.3 Measures to be taken:

17.3.1 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.

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

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

17.3.4 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) Cease its activities and demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, the costs related to the reactivation of 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 the Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.3.5 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 the Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

19 Termination

The Contract may be terminated by either Party as per provisions set up below:

19.1 By the Client:

19.1.1 The Client may terminate the Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of 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 becomes (or, if the Consultant consists of a Joint Venture, 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 Sub-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 sixty (60) days;
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract;
- f) If the Consultant fails to confirm availability of Key Experts.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client is entitled, after giving fourteen (14) days written notice to the Consultant, to terminate the Consultant's employment under the Contract.

19.2 By the Consultant:

19.2.1 The Consultant may terminate the Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause:

- a) If the Client fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Sub-Clause GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such 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 sixty (60) days;

- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1;
- d) If the Client is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

19.3 Cessation of rights and obligations:

Upon termination of the Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of the 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 which a Party may have under the applicable law.

19.4 Cessation of Services:

Upon termination of the Contract by notice of either Party to the other pursuant to Sub-Clauses GCC 19.1 or GCC 19.2, the Consultant shall, immediately upon dispatch or receipt of such 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 the documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

19.5 Payment upon termination:

19.5.1 Upon termination of the Contract, the Client shall make the following payments to the Consultant:

- a) Remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses incurred and, for unit prices (time-based), reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- b) In the case of termination pursuant to paragraphs (d) and (e) of Sub-Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20 General

20.1 Standard of performance:

20.1.1 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 the 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.

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

20.1.3 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 such approval, the Consultant shall retain full responsibility for the Services. The Consultant shall not subcontract the whole of the Services.

20.2 Law applicable to Services:

20.2.1 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.

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

20.2.3 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such 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.

21.2 Consultant not to benefit from commissions, discounts, etc.:

21.2.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with the Contract and, subject to Sub-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 the 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 Experts and agents of either of them, similarly shall not receive any such additional payment.

21.2.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works, plants, consulting services or non-consulting services, the Consultant shall comply with the Client's applicable regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

21.3 Consultant and affiliates not to engage in certain activities:

Unless otherwise indicated in the SCC, a firm that has been engaged by the Client to provide goods, works, or non-consulting 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 non-consulting services.

21.4 Prohibition of conflicting activities:

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

21.5 Strict duty to disclose conflicting activities:

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

22 Confidentiality

22.1 Except with the prior written approval 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 public the recommendations formulated in the course of, or as a result of, the Services.

23 Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under the 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 Subconsultants to take out and maintain, at its (or the Subconsultants', 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 such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such 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 Subconsultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Subconsultants to permit, AFD and/or persons appointed by AFD 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 AFD if requested by AFD. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of AFD's inspection and audit rights provided for under this Sub-Clause GCC 25.2 constitute a prohibited practice subject to Contract termination.

26 Reporting obligations

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, 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, supporting records or material 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, not later than upon termination or expiration of the Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to the 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 the Client shall be entitled at its discretion 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 the Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such 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 Subconsultants

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 In case of unit prices (time-based) and if required to comply with the provisions of Sub-clause GCC 20.1, 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 (i) that 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) that the aggregate of such adjustments shall not cause payments under the Contract to exceed the ceilings set forth in Sub-Clause GCC 41.1.

29.3 In case of unit prices (time-based) and 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 written agreement between the Client and the Consultant. In case where payments under the Contract exceed the ceilings set forth in Sub-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 the above, 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 such 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 a copy of their Curricula Vitae (CVs) for review and approval. If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, the additional Key Experts shall be deemed approved by the Client.
- 31.2 In case of unit price (time-based) Contract, the rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
- 32 Removal of Experts or Subconsultants**
- 32.1 If the Client finds that any of the Experts or Subconsultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that one of the Consultant's Experts or Subconsultants have engaged in corrupt or fraudulent 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 the Key Experts, Non-Key Experts or Subconsultants 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 Subconsultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 33 Replacement / removal of Experts - Impact on payments**
- 33.1 In case of unit price (time-based) Contract, except as the Client may otherwise agree, (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 Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
- 33.2 In case of lump-sum Contract, the Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
- 34 Working hours, overtime, leave, etc. (time-based Contract only)**
- 34.1 Working hours and holidays for Experts are set forth in **Appendix A**. To account for travel time to/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 specified in **Appendix A** before their arrival in, or after their departure from, the Client's country.
- 34.2 The Experts shall neither be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix A**, and the Consultant's remuneration shall be deemed to cover these items.
- 34.3 Any taking of leave by the 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 an adequate supervision of the Services.

E. Obligations of the Client

- 35 Assistance and exemption**
- 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 such other documents as shall be 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 to officials, agents and representatives of the government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services;
 - e) Assist the Consultant and the Experts and any Subconsultants 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 legal entity in the Client's country according to the Applicable Law in the Client's country;
 - f) Assist the Consultant, any Subconsultants and the Experts of either of them 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**.
- 36 Access to projectsite**
- 36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of 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 each of the Experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Subconsultants or the Experts.
- 37 Change in the Applicable Law related to taxes and duties**
- 37.1 If, after the date of the 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, then the remuneration and other expenses otherwise payable to the Consultant under the 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 Sub-Clause GCC 41.1.
- 38 Services, facilities and property of the Client**
- 38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in the above mentioned **Appendix A**.
- 38.2 In case that such 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.
- 39 Counterpart personnel**
- 39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to 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.
- 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 perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 40 Payment obligation**
- 40.1 In consideration of the Services performed by the Consultant under the Contract, the Client shall make such payments to the Consultant and in such manner as provided by GCC F below.
- F. Payment to the Consultant**
- 41 Ceiling amount (time-based) or Contract price (lump-sum)**
- 41.1 In case of unit price (time-based) Contract, an estimate of the cost of the Services is set forth in **Appendix C** (Contract Price(s)). Payments under the Contract shall not exceed the ceilings in Foreign Currency and in Local Currency specified in the **SCC**. For any payments in excess of the ceilings, an amendment to the Contract shall be signed by the Parties referring to the provision of the Contract that evokes such amendment.
- 41.2 In case of a lump-sum Contract, the Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**. Any change to the Contract price 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**.
- 42 Remuneration and reimbursable expenses (unit price, time-based only)**
- 42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of the time actually spent by each Expert in the performance of the Services after the commencement date of the Services or after any other date as the Parties shall agree in writing; and (ii) other expenses including reimbursable expenses 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**.
- 42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
- 42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to 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 cost unless otherwise specified in the **SCC**.

- 43 Taxes and duties**
- 43.1 The Consultant, Subconsultants 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 the Contract shall be made in the currency(ies) of the Contract.
- 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 as specified in the **SCC** after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against the submission of a 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 any other form that the Client shall have approved in writing. The advance payments will be set off by the Client in installments as specified in the **SCC** until the said advance payments have been fully set off.
 - b) The itemized invoices (unit price-time-based): As soon as practicable and not later than fifteen (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 for 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 other expenses (including reimbursable expenses) separately. The Client shall pay the Consultant's invoices within sixty (60) days from the receipt by the Client of such itemized invoices and of the supporting documents. Only the portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized, the Client may add or subtract the difference from any subsequent payments.
 - c) The lump-sum Installment payments: The Client shall pay the Consultant within sixty (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 sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
 - d) The 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 ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. 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 in accordance with the provisions of the Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Such claim for reimbursement shall be made by the Client within twelve (12) calendar months after receipt by the Client of the final report and the final invoice that the Client has approved in accordance with the above.

- e) All payments under the Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- f) With the exception of the final payment under (d) above, payments neither constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46 Interest on delayed payments and damages

- 46.1 Interest on delayed payments: If the Client had delayed payments beyond fifteen (15) days after the due date stated in Sub-Clause GCC 45.1 (b) or (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.
- 46.2 Damages: If the Consultant fails to comply with the Contract requirements, the Client shall be entitled to apply damages as stated in the **SCC**. The total amount of the damages shall not exceed 10% of the Contract amount

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 the Contract and to adopt all reasonable measures to ensure the realization of the objectives of the 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 fourteen (14) days from receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days from the response of that Party, Sub-Clause GCC 49.1 shall apply.

49 Dispute resolution

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

ATTACHMENT 1: AFD Policy - Corrupt and Fraudulent Practices - Environmental and Social Responsibility

1. Corrupt and Fraudulent Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) "it did not engage in any practice likely to influence the contract award process to the Contracting Authority's detriment, and that it did not and will not get involved in any anti-competitive practice", and that (ii) "the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud".

Moreover, AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to AFD to remedy the situation, including by failing to inform AFD at the time they knew of such practices.

AFD defines, for the purposes of this provision, the terms set forth below as follows:

- a) Corruption of a Public Officer means:
 - The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person¹ or entity, for such Public Officer to act or refrain from acting in his official capacity; or
 - The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- b) A Public Officer shall be construed as meaning:
 - Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that natural Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the natural Person occupies;
 - Any other natural Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;

¹ Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

- Any other natural Person defined as a Public Officer by the national laws of the country of the Contracting Authority.
- c) Corruption of a Private Person² means:
- The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or;
 - The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- e) Anti-competitive practices mean:
- Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
 - Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
 - Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

2. Environmental and Social Responsibility

In order to promote sustainable development, AFD seeks to ensure that internationally recognized environmental and social standards are complied with. Suppliers, contractors, subcontractors, consultants or subconsultants for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

- a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
- b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

² Means any natural Person other than a Public Officer.

ATTACHMENT 2: Eligibility Criteria

Eligibility in AFD-Financed Procurement

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal Persons¹ (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:
 - 2.1 Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - 2.2 Have been:
 - a) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of the Contract;
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of the Contract;
 - c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3 Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4 Have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.5 Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;

¹ Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

- 2.6 Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of the Contract;
 - 2.7 Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD's satisfaction, through all relevant documents, including its Charter and other information AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

III – SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) and 3.1: Applicable law	The Contract shall be construed in accordance with the law of the Republic of India.
1.1(q):Services	As stated in Terms of Reference.
4.1:Language	The language is: English.
6.1 and 6.2: Communications	<p>The addresses are:</p> <p><u>Client:</u></p> <p>Project Director, Project Management Unit, Assam Project on Forest and Biodiversity Conservation Society, 3rd Floor, Aranya Bhavan, Panjabari, Guwahati- 781037; Tel: +91 361-2733917;</p> <p>Attention: Project Director, APFBCS</p> <p>Email: pd@apfbc.in</p> <p><u>Consultant:</u> _____</p> <p>_____</p> <p>Attention: _____</p> <p>Fax: _____</p> <p>Email (where permitted): _____</p>
8.1: Authority of member in charge	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i></p> <p><i>OR</i></p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Sub-Clause SCC 6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is:_____</p> <p>_____ <i>[insert name of the member]</i></p>
9.1: Authorized representatives	<p>The Authorized Representatives are:</p> <p>For the Client: Project Director, APFBCS</p> <p>For the Consultant: _____ <i>[name, title]</i></p>
11.1: Effectiveness of Contract	The Contract shall come into force and effective on the date of signing of the Contract by the Client and the Consultants.
12.1: Termination of Contract for failure to become effective	Not applicable.
13.1: Commencement of Services	<p>Commencement of Services: The number of days shall be 15 (fifteen) calendar days.</p> <p>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.</p>
14.1: Expiration of Contract	The time period shall be: The time period shall be for a period of Three (3) months after the date of effectiveness. The duration may be extended by the client with mutual agreement of the parties or co-terminus with the project duration.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<p>18.2: New Sub-Clause - Suspension or termination on the grounds of the security of the Consultant's Experts</p>	<p>This Article is applicable if and only if terms of reference - <i>security</i> are included in the Contract.</p> <p>If it considers that the physical integrity of its Experts, in connection with the performance of the Contract, is seriously and imminently threatened, the Consultant shall have full discretion to decide, without prior notice, to demobilise its Experts from the area where the Contract is performed and/or the dangerous area, and may immediately suspend all or part of the performance of the Contract. The Consultant shall promptly inform the Client.</p> <p>The Consultant shall, within a maximum period of seven (7) days from its decision, provide written proof to the Client that its decision complies with the terms of the first paragraph above. It shall specify the reasons for its decision, the foreseeable consequences for the Contract, the measures proposed to mitigate these consequences and the costs resulting from this suspension and/or demobilisation.</p> <p>If the Client disputes the justification submitted by the Consultant for its decision, it shall give notice of its position, in writing, stating its reasons, within a maximum period of fourteen (14) days.</p> <p>Except in the event of a dispute, the Client shall reimburse, within a reasonable limit, the direct costs resulting from such suspension, demobilisation and/or remobilisation of the Consultant's Experts, it being agreed that the amount of the reimbursable expenses and the repayment procedures shall be jointly agreed between the Parties.</p> <p>The Consultant shall continue to perform, to the fullest extent possible, its obligations under the Contract and take all reasonable measures to mitigate the consequences of any demobilisation and possible suspension of the services. The Client and the Consultant shall discuss such measures in order to reach an agreement on the adjustments to be made to the continuation of the Services.</p> <p>In the event the Services are resumed, the term thereof shall be extended by an amendment in accordance with Clause 16 above, for a period equivalent to the duration of the suspension.</p> <p>If the suspension period exceeds sixty (60) consecutive days from the date of effective suspension notified by the Consultant, the Contract may be terminated by either Party under Sub-Clauses 19.1.1(d) or 19.2(b). In such case, Sub-Clause 19.5(b) shall apply.</p>
<p>20.2: Law applicable to Services</p>	<p>The Consultant commits to meet the AFD's eligibility criteria as listed under Attachment 2 of the General Conditions of Contract. This undertaking also applies to the Experts and Sub-consultants.</p>
<p>20.3: New Sub-Clause - Permanent establishment</p>	<p>In the event of a legal or regulatory obligation for the Consultant to have a permanent establishment in the Client's country for the performance of the Contract, the Consultant shall provide the Client with proof of existence, or at least proof of process commencement for creating or registering such a permanent establishment in the Client's country, and the legal relationship with the Consultant, within thirty (30) days of the signing of the Agreement. At the end of the creation or registration process, the Consultant shall provide the Client with proof of the existence of such a permanent establishment.</p> <p>The Consultant shall be authorized, during the execution of the Contract, if the legal constraints or local regulations require it, to create or modify the existing Joint Venture, by integrating an existing local subsidiary or by creating a new one by the Consultant (or one of the members of the Joint Venture), without additional cost for the Client. An amendment to the Contract shall be used to formalize these actions.</p>
<p>23.1: Liability of the Consultant</p>	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>Limitation of the Consultant's Liability towards the Client:</p> <p>a) Except in the case of gross negligence or willful misconduct on the part of</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>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:</p> <ul style="list-style-type: none"> (i) For any indirect or consequential loss or damage; and (ii) For any direct loss or damage that exceeds <i>[insert a multiplier, e.g.: one, two or three]</i> times the total Contract amount. <p>b) This limitation of liability shall not:</p> <ul style="list-style-type: none"> (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 which is prohibited by the Applicable law."]
24.1: Insurance to be taken out by the Consultant	<p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> a) Professional liability insurance, with a minimum coverage of <i>[insert amount (and currency) which should be not less than the total Contract amount]</i>; b) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the Applicable law"]</i> ; c) Client's liability and workers' compensation insurance for the Consultant's Experts and Subconsultants 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.
27.1: Proprietary rights in reports and records	<p>No exceptions to proprietary rights provision</p>
41: Ceiling amount (time-based) or Contract price (lump-sum)	<p>The Contract price (lump-sum) is: _____ <i>[insert amount and currency for each currency] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p><i>[In the case of a conditional phase; indicate separately the amount of the firm phase and conditional phase.]</i></p> <p>The amount of such taxes is: _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in form FIN-2 of the Consultant's financial Proposal.]</i></p>
42.1: Remuneration and reimbursable expenses (unit price, time-based only)	<p>A working (billable) day shall not be less than eight (8) working (billable) hours.</p> <p>When the remuneration is based on a monthly unit price, and yet the Expert had only worked for a portion of the month, the amount due to the Consultant will be calculated as the monthly unit price multiplied by the total number of days worked in that month (excluding weekends and public holidays), and divided by twenty-two (22). Remuneration for working the entire month cannot exceed the monthly unit price.</p> <p>The following expenses shall be reimbursed on the basis of the actual cost incurred: <i>[Insert the list of reimbursable expenses in compliance with form FIN-4 of the Consultant's Proposal; delete if all other expenses are "lump sum" unit prices]</i></p>
42.3: Price adjustment	<p>Price adjustment on the remuneration" does not apply". It should be included in the bid amount.</p> <p>Payments for remuneration made in <i>[Local]</i> Currency shall be adjusted as follows:</p> <ol style="list-style-type: none"> 1. Remuneration paid in Foreign Currency on the basis of the rates set forth in

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	<p>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:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}} R_f \left\{ \text{or } R_f = R_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right] \right\}$ <p>Where:</p> <ul style="list-style-type: none"> • R_f is the adjusted remuneration, • R_{fo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in Foreign Currency, • 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. <p>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: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for Foreign Currency].</i></p> <p>2. Remuneration paid in Local Currency pursuant to the rates set forth in Appendix C shall be adjusted every <i>[insert number]</i> months, starting from the <i>[insert ordinal number]</i> calendar month after the signature date of the Contract, by applying the following formula:</p> $R_l = R_{lo} \times \frac{I_l}{I_{lo}} \left\{ \text{or } R_l = R_{lo} \times \left[0.1 + 0.9 \frac{I_l}{I_{lo}} \right] \right\}$ <p>Where:</p> <ul style="list-style-type: none"> • R_l is the adjusted remuneration, • R_{lo} is the remuneration payable on the basis of the remuneration rates (Appendix C) 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. <p>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: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for Local Currency].</i></p>

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<p>43.1 and 43.2: Taxes and duties</p>	<p>Payment of the taxes, duties and fees applicable to the Contract are specified in the table below.</p> <p><i>[Select the applicable options. This table must be completed in accordance with the Instructions to Consultants ITC 16.3]</i></p> <table border="1" data-bbox="448 434 1394 1294"> <thead> <tr> <th data-bbox="448 434 986 801" rowspan="2">Applicable taxes, duties and fees</th> <th data-bbox="986 434 1082 801" rowspan="2">Rate (percentage)</th> <th colspan="3" data-bbox="1082 434 1394 501">Payment Term <i>[mark the applicable boxes]</i></th> </tr> <tr> <th data-bbox="1082 501 1177 801">a) Exemption from payment</th> <th data-bbox="1177 501 1273 801">b) Payment by the Consultant</th> <th data-bbox="1273 501 1394 801">c) Direct payment by the Client on behalf of the Consultant</th> </tr> </thead> <tbody> <tr> <td colspan="5" data-bbox="448 801 1394 835">Value Added Tax (VAT) or equivalent</td> </tr> <tr> <td data-bbox="448 835 986 902">Invoices from the Consultant/Joint Venture member based in the Client's country</td> <td data-bbox="986 835 1082 902"></td> <td data-bbox="1082 835 1177 902"></td> <td data-bbox="1177 835 1273 902"></td> <td data-bbox="1273 835 1394 902" style="background-color: black;"></td> </tr> <tr> <td data-bbox="448 902 986 969">Invoices from the Consultant/Joint Venture member based outside the Client's country</td> <td data-bbox="986 902 1082 969"></td> <td data-bbox="1082 902 1177 969"></td> <td data-bbox="1177 902 1273 969" style="background-color: black;"></td> <td data-bbox="1273 902 1394 969"></td> </tr> <tr> <td colspan="5" data-bbox="448 969 1394 1003">Withholding tax on the Consultant's invoices based outside the Client's country</td> </tr> <tr> <td data-bbox="448 1003 986 1070">Invoices from the Consultant/Joint Venture member based outside the Client's country</td> <td data-bbox="986 1003 1082 1070"></td> <td data-bbox="1082 1003 1177 1070"></td> <td data-bbox="1177 1003 1273 1070" style="background-color: black;"></td> <td data-bbox="1273 1003 1394 1070"></td> </tr> <tr> <td colspan="5" data-bbox="448 1070 1394 1104">Contract Registration Fees⁽¹⁾</td> </tr> <tr> <td data-bbox="448 1104 986 1137">Contract registration fees</td> <td data-bbox="986 1104 1082 1137"></td> <td data-bbox="1082 1104 1177 1137"></td> <td data-bbox="1177 1104 1273 1137"></td> <td data-bbox="1273 1104 1394 1137"></td> </tr> <tr> <td colspan="5" data-bbox="448 1137 1394 1171">Customs duties</td> </tr> <tr> <td data-bbox="448 1171 986 1294">Customs duties relating to equipment, materials and supplies imported and paid for in the performance of the Services, and considered as the property of the Client</td> <td data-bbox="986 1171 1082 1294">(2)</td> <td data-bbox="1082 1171 1177 1294"></td> <td data-bbox="1177 1171 1273 1294"></td> <td data-bbox="1273 1171 1394 1294"></td> </tr> </tbody> </table> <p>In the event of direct payment of one or more taxes, duties and fees by the Client on behalf of the Consultant, in accordance with the table above, the Client shall provide the Consultant with proof of payment, or equivalent proof for each payment, within thirty (30) days of the Consultant's written request.</p> <p>In case of exemption applicable to the Contract:</p> <ol style="list-style-type: none"> The Client shall provide the Consultant with proof of exemption, or equivalent proof within thirty (30) days of the signing of the Contract. This exemption also applies to: <ul style="list-style-type: none"> <i>[check the appropriate box(es), in accordance with ITC 16.3]</i> <input type="checkbox"/> Invoices of Subconsultants based in the Client's country; <input type="checkbox"/> Invoices of Subconsultants based outside the Client's country; <input type="checkbox"/> Any equipment, materials and supplies brought into the Client's country by the Consultant or its Subconsultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; <input type="checkbox"/> Any property brought into the Client's country by the Consultant, its Subconsultants, their Experts and their dependents (other than nationals or permanent residents of the Client's country), for their 	Applicable taxes, duties and fees	Rate (percentage)	Payment Term <i>[mark the applicable boxes]</i>			a) Exemption from payment	b) Payment by the Consultant	c) Direct payment by the Client on behalf of the Consultant	Value Added Tax (VAT) or equivalent					Invoices from the Consultant/Joint Venture member based in the Client's country					Invoices from the Consultant/Joint Venture member based outside the Client's country					Withholding tax on the Consultant's invoices based outside the Client's country					Invoices from the Consultant/Joint Venture member based outside the Client's country					Contract Registration Fees⁽¹⁾					Contract registration fees					Customs duties					Customs duties relating to equipment, materials and supplies imported and paid for in the performance of the Services, and considered as the property of the Client	(2)			
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	<p>personal use, and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p>(i) The Consultant, its Subconsultants and their Experts shall comply with the applicable customs procedures in importing any property into the Client's country; and</p> <p>(ii) If the Consultant, its Subconsultants and their 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, its Subconsultants and their Experts, as the case may be, (a) shall bear such customs duties and taxes in compliance 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 said property was brought into the Client's country.</p> <hr/> <p>(1) Add a line here if there are other similar fees, such as fee to the regulatory body for public procurement, or equivalent.</p> <p>(2) The Consultant will refer to the rates in effect in the Client's country by category of equipment, materials and supplies.</p>
<p>45.1(a): Mode of billing and payment - Advance payment</p>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> 1. An advance payment of <i>[insert percentage, 5%]</i> of the Contract price or ceiling respectively in Foreign Currency and in Local Currency shall be made within <i>[insert number]</i> days after the Contract signature. 2. The advance bank payment guarantee shall be issued for the same amount and in the same currency(ies) as the advance payment. The bank guarantee shall be released when the advance payment has been fully set off. 3. Repayment of the advance payment: <ol style="list-style-type: none"> a) <u>Time-based Contract</u>: The advance payment will be set off by applying an amortization rate of <i>[insert twice the percentage of the advance payment, generally 40%]</i> to each instalment until the advance payment has been fully set off. b) <u>Lump-Sum Contract</u>: The advance payment will be set off <i>[insert "by deducting the entire amount of the advance payment from the first payment" or "by deducting half of the advance payment amount from the first two payments" or specify the advance payment setting off modalities.]</i> <p><i>[In the case of a conditional phase, specify whether the amount of the advance payment includes the conditional phase or not. If not, specify whether the advance payment is planned for the conditional phase or not.]</i></p>
<p>45.1(b): The itemized invoices (unit price-time-based)</p>	<p>The Consultant shall submit to the Client itemized statements at time intervals of</p> <hr/> <p><i>[e.g. "every quarter",]</i></p>
<p>45.1(c): The lump-sum Installment payments</p>	<p>The payment schedule:</p> <p><i>As specified in "Payment Terms" in Section VIII.</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract												
45.1(e):	<p>The accounts are:</p> <table border="1" data-bbox="451 320 1383 616"> <tr> <td data-bbox="451 320 911 360">Account name</td> <td data-bbox="911 320 1383 360"></td> </tr> <tr> <td data-bbox="451 360 911 403">Account number</td> <td data-bbox="911 360 1383 403"></td> </tr> <tr> <td data-bbox="451 403 911 445">Name of Bank</td> <td data-bbox="911 403 1383 445"></td> </tr> <tr> <td data-bbox="451 445 911 524">Address of Bank Branch, with contact Tel. No. and email</td> <td data-bbox="911 445 1383 524"></td> </tr> <tr> <td data-bbox="451 524 911 566">IFSC code</td> <td data-bbox="911 524 1383 566"></td> </tr> <tr> <td data-bbox="451 566 911 616">GST registration no.</td> <td data-bbox="911 566 1383 616"></td> </tr> </table>	Account name		Account number		Name of Bank		Address of Bank Branch, with contact Tel. No. and email		IFSC code		GST registration no.	
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Address of Bank Branch, with contact Tel. No. and email													
IFSC code													
GST registration no.													
46.1: Interest on delayed payments	The interest rate is: 4% per annum.												
46.2: Damages	0.5% of the invoice amount against the deliverables per Day for late delivery of each expected Deliverable shall be due by the Consultant as Delay Damages.												
49: Dispute resolution	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <li data-bbox="451 925 1399 1485">1. <u>Selection of the Arbitrator:</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator, in accordance with the following provisions: The Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (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 <i>The Indian Council of Arbitration (In case of a contract with foreign consultants: Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (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 sixty (60) days of the date of the list, <i>The Indian Council of Arbitration (In case of a contract with foreign consultants: FIDIC)</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. <li data-bbox="451 1507 1399 1731">2. <u>Rules of Procedure:</u> 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 the Contract. For a contract with an Indian firm, the arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 (with the latest amendments) of the Government of India, as in force on the date of this Contract. <li data-bbox="451 1753 1399 2027">3. <u>Nationality and Qualifications of the Arbitrator:</u> The sole arbitrator appointed 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 (or of the home country of any of their members or Parties in case of Joint Venture) or of the Client's country. For the purposes of this Clause, "home country" means any of: <ol style="list-style-type: none"> <li data-bbox="515 1955 1399 2027">a) The country of the constitution of the Consultant or of any of their members or Parties; or 												

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ul style="list-style-type: none"> 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. <p>4. <u>Miscellaneous</u>: In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> a) Proceedings shall, unless otherwise agreed by the Parties, be held in Guwahati, Assam, India (<i>In case of a contract with foreign consultants: Lausanne, Switzerland</i>). b) English language shall be the official language for all purposes; and c) The decision of the sole arbitrator 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 - APPENDICES

APPENDIX A - Terms of Reference

[This Appendix shall include the final Terms of Reference (TORs) (on the basis of Section 7 of the RFP) 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; specific tasks that require prior approval by the Client.

For time-based Contracts, specify: the hours of work for Key Experts; travel time to/ 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.]

APPENDIX B - Consultant's technical Proposal including methodology and Key Experts

[Insert the Consultant's technical Proposal and finalized during 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 tables with the Breakdown of the Contract Price(s). The tables shall be based on forms FIN-2, FIN-3 and FIN-4 of the Consultant's financial Proposal and shall reflect any changes agreed at the Contract negotiations, if any.

For time-based Contract, all reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount. Conditions and allowance for reimbursable expenses to be eligible for payment may be specified here consistently with SCC 42.1.]

APPENDIX D - Form of advance payment guarantee

[see Sub-Clauses GCC 45.1(a) and SCC 45.1(a)]

Bank guarantee for advance payment

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Client]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

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 _____ with you, 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 _____ [amount in figures] (_____)[amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we _____ [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____)[amount in words]¹, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

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 _____ [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 copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the _____ day of _____ 2____², whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us 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]

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

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 made 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 [six months][one year], in response to the Client's written request for such extension presented to the Guarantor before the expiry of the guarantee. Such an extension will be granted only once."