



APFBC SOCIETY

Assam Project on Forest and Biodiversity Conservation Society

(An Autonomous Body under Govt. of Assam)

Project Management Unit, Assam Forest School Campus, Jalukbari, Guwahati -781014

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: RFP No.: PM-ME-C-FA-2/4

Selection of Consulting Services for Engagement of CA Audit Firm for Audit of Project Accounts

Client: Assam Project on Forest and Biodiversity Conservation Society

Assam Forest School Campus – Jalukbari, GUWAHATI - 781014

www.apfbcn.nic.in

Country: State of Assam – Republic of India

Project: Assam Project on Forest and Biodiversity Conservation

Issued on: August 17th 2015

Key Dates

Pre-proposal conference:

Proposals Submission Deadline:

Opening of Technical Proposals:

Proposals must remain valid for:

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PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1. Instructions to Consultants

[“Notes to the Client”: this Section 1 - Instructions to Consultants shall not be modified. Any necessary changes to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. “Notes to the Client” should be deleted from the final RFP issued to the shortlisted Consultants].

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of India, 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.
- (c) “Agency” means the Agence Française de Développement (*French Development Agency*)
- (d) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (e) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (h) “Day” means a calendar day.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (j) “Government” means the government of the Republic of

India

- (k) “Joint Venture (JV)” means an association with 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.
- (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 CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (m) “ITC” (this Section 1 of the RFP) means the *Instructions to Consultants* that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (n) “LOI” means the *Letter of Invitation* being sent by the Client to the shortlisted Consultants.
- (o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (q) “RFP” means the *Request for Proposals* to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (r) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (u) “TORs” (this Section 7 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 assignment.

2. Introduction

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

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

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

2.4 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 that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.2.1 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:

a. Conflicting activities

- (i) 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.

b. Conflicting assignments

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

c. Conflicting relationships

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Agency throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

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

5. Corrupt and Fraudulent Practices

5.1 The Agency requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

6. Eligibility

6.1 The Agency permits consultants and firms (including Joint Ventures and their individual members) from all countries to offer consulting services for Agency-financed projects subject to compliance with the eligibility criteria specified in Section 5.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Agency in the Section 5.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above

6.3.1. A firm or an individual sanctioned by the Central / State Government/ Public Sector Undertaking/ Autonomous body/ Financial Institution in the Republic of India or by

any International Donor Agency in accordance with “Anti Corruption Guidelines” shall be ineligible to be awarded a contract unless they provide supporting information which shows that this sanction is not applicable in the context of this AfD-financed Project.

6.3.2. Firms and individuals as well as goods manufactured in a country may be ineligible if:

- a. As a matter of law or official relations the Republic of India prohibits commercial relation with that country provide that the Agency is satisfied that such exclusion does not preclude effective competition for the provision of the goods and services required;
- b. By an act of compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations, the Republic of India prohibits import of goods from that country or any payment to any person or entity in that country.

6.4 Government officials and civil servants of the Republic of India are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Republic of India, 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; (in case of resignation or retirement for a period of at least 6 (six) months or the period established by statutory provisions applying to Civil Servants or Government Employees in the Republic of India whichever is longer)

(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.

- 8.2** The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language**
- 9.1** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the Data Sheet.
- 10. Documents Comprising the Proposal**
- 10.1** The Proposal shall comprise the documents and forms listed in the Data Sheet.
- 10.2** The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal**
- 11.1** The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. 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, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.
- 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.
- a. Extension of Validity Period**
- 12.3.1** 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.
- 12.3.2** 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.
- 12.3.3** The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

- b. Substitution of Key Experts at Validity Extension**
- 12.3.4 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.
- 12.3.5 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.
- c. Sub-Contracting**
- 12.3.6 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:
- 13.2** 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.
- 13.3** If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 13.4** The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of Proposals – Specific Considerations**
- 14.1** While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.2** If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) 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 or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.3 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 assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

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

14.5 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.

15.2 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP.

**16. Financial
Proposal**

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

**a. Price
Adjustment**

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

b. Taxes

16.1.2 The Financial Proposal should clearly estimate, as a separate amount, the taxes, duties, fees, levies and other charges imposed in the Republic of India under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the Republic of India). The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet.

- Information on taxes in the Republic of India is provided in the Data Sheet.
- c. Currency of Proposal** 16.1.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment** 16.1.4 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 Marking of Proposals

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

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and 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.

17.3 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.

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

17.5 The signed Technical and Financial Proposal 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.

17.6 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 Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL TECHNICAL PROPOSAL OPENING."

17.7 Similarly, the original Financial Proposal shall be

placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE TECHNICAL PROPOSAL OPENING**”.

17.9 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.

17.10 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 the 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 and the country 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 and countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to 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 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 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 QCBS, FBS,
and 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 are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 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 that 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.

b. Lump-Sum Contracts

24.1.2 24.1.2 In the case of a Lump-Sum contract, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

24.1.3 24.2 If the Financial Proposal is significantly lower than the Client's estimate, the Client may require the

availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding 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 candidate.

b. Technical negotiations

28.5 The negotiations include discussions of 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 TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

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

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

28.8 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

29. Conclusion of Negotiations

29.1 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.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If 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.

29.3 The Client reserves the right to accept or reject any Proposal, and to annul the RFP process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants.

30. Award of Contract

30.1 After completing the negotiations the Client shall obtain the Agency's "No Objection" to the negotiated draft contract if applicable, sign the Contract, publish the award information; and promptly notify the other shortlisted Consultants.

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

Section 2.Data Sheet

[“Notes to Client” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]

A. General	
ITC Clause Reference	
1 (c)	<i>State of Assam (Republic of India)</i>
2.1	<p>Name of the Client: <i>Project Director, APFBC Society (under Government of Assam)</i></p> <p>Address: <i>Project Management Unit, Assam Forest School Campus, Jalukbari, Guwahati -781014</i></p> <p>E-mail : pd.pmu.apfbc@nic.in</p> <p>Method of selection: <i>Quality Cost Based Selection (QCBS)</i></p> <p>Type of contract: “Time-Based Contract”</p>
2.2	The name of the assignment is: <i>Engagement of CA Audit Firm for Audit of Project Accounts</i>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 20/08/2015</p> <p>Time: 11.30 am</p> <p>Address: <i>Conference Hall , Project Management Unit-2, Paryatan Bhavan, First Floor, Rehabari, Guwahati -781008.</i></p>
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: As provided in the TOR
4.1	<p>To mitigate unfair competitive advantage, the client assures access to information on the project on its website. www.apfbcs.nic.in.</p> <p>All the shortlisted agencies will have access to equal amount of information to facilitate the preparation of proposal. More over pre-bid conference will also facilitate equalizing project information amongst all short listed agencies</p>

B. Preparation of Proposals	
9.1	<p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p style="padding-left: 40px;">1st Inner Envelope with the Technical Proposal:</p> <p style="padding-left: 40px;">(2) Technical Proposal Submission Form (TECH 1)</p> <p style="padding-left: 40px;">(3) Power of Attorney to sign the Proposal</p> <p style="padding-left: 40px;">(4) Statement of Integrity (signed)</p> <p style="padding-left: 40px;">(5) Description of methodology, work plan and team composition (TECH-2, TECH-3, TECH-4 and TECH-5 are provided as standard format)</p> <p style="padding-left: 40px;">AND</p> <p style="padding-left: 40px;">2^d Inner Envelope with the Financial Proposal:</p> <p style="padding-left: 40px;">(1) Financial Proposal Submission Form (FIN-1)</p> <p style="padding-left: 40px;">(2) Summary of Costs (FIN-2)</p> <p style="padding-left: 40px;">(3) Breakdown of Prices (FIN-3)</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes</p>
12.1	<p>Proposals must remain valid for 90 (ninety) calendar days after the proposal submission deadline.</p>
13.1	<p>Clarifications may be requested no later than 15 (fifteen) days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is The Project Director, APFBC Society, Project Management Unit, Assam Forest School Campus, Jalukbari, Guwahati -781014, Assam, India.</p> <p>Or by E-mail: pd.pmu.apfbc@nic.in</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes</p> <p>(b) other shortlisted Consultants: No</p>
14.1.3 for time-based contracts	<p>The indicative estimated Key Experts' time input (expressed in person-month) for the assignment is as follows:</p> <p>Team Leader (30 man-months), Qualified Assistant (30 man-months), Semi</p>

only	qualified Assistants (90 man-months), Other Assistants (150 man-months). This estimate is however purely indicative and the consultants Proposal shall be based on the Consultant's own estimates for the same
15.2	Submission of the Technical Proposal in the required format is necessary. Submission of Technical Proposal in the wrong format may lead to proposal being deemed non-responsive to the RFP requirements
16.1	<i>Not Applicable</i>
16.2	A price adjustment provision applies to remuneration rates: No
16.3	Information on the Consultant's tax obligations in the Client's country can be found with the relevant Taxation Departments of the Government.
16.4	The Financial Proposal shall be stated in the following currencies: Indian Rupees The Financial Proposal should state local costs in the Client's country currency (local currency): Yes in Indian Rupees
C. Submission, Opening and Evaluation	
17.1	The Consultants <u>shall not</u> have the option of submitting their Proposals electronically.
17.4	The Consultant must submit: (a) Technical Proposal: one (1) original and 4 copies; (b) Financial Proposal: one (1) original. and 4 copies
17.7 and 17.9	The Proposals must be submitted not later than: Date: 01/09/2015 Time: 15.00 hrs IST _____ The outer sealed envelope should be marked " DO NOT OPEN BEFORE 15.30 HRS IST ON (DATE TBD) " The Proposal submission address is The Project Director, Project Management Unit, Assam Project on Forest and Biodiversity Conservation Society, Assam Forest School Campus, Jalukbari, Guwahati 781014 (Assam)
19.1	An online option of the opening of the Technical Proposals is offered: No The opening shall take place at " same as the Proposal submission address " Date: same as the submission deadline indicated in 17.7. Time: 15.30 hrs IST

21.1

Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:

Points

A. Specific experience of the Consultants relevant to the assignment: Points 30

(a) Number of Years of CAG Empanelment	Weightage 30
(b) Assignments on Audit of Externally Aided Project	Weightage 40
(c) Assignment on Audit of Reimbursement Claims submitted to Externally Aided Projects	Weightage 40

A. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): Points 20

(a) Technical approach and methodology	Weightage 40
(b) Work plan	Weightage 40
(c) Organization, staffing and logistics	Weightage 20

{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}

B. Key professional staff qualifications and competence for the assignment: Points 40

(a) General qualification	Weightage 30
(b) Adequacy for the assignment	Weightage 60
(c) Experience in region and language	Weightage 10

{Notes to Consultant: each position number corresponds to the Key Experts in Form TECH-6 to be prepared by the Consultant; All the proposed key and sub-key professional staff must sign their CVs, or else the CV will not be considered for evaluation}

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weightage:

(a) General qualification: [Weightage 30]

Particulars	Chief Auditor	Team of Auditors	Total
i) Education	20	10	30
ii) Professional Experience (quality for projects & assignments)	40	20	60
iii) Time with the firm	5	5	10
Sub- Total			100

(b) Adequacy for the assignment: [Weightage 60]

Particulars	Chief Auditor	Team of Auditors	Total
i) Specialization in audit	20	10	30
ii) Experience in audit of externally Aided Projects, audit of reimbursement claims	40	30	70
Sub- Total			100

(c) Experience in region and language: [Weightage 60]

Particulars	Chief Auditor	Team of Auditors	Total
i) Experience in the region	35	25	60
ii) Experience in similar institutions	20	10	30
iii) Written and spoken language	5	5	10
Sub- Total			100

	<p>C. Suitability of Transfer of knowledge (training) program: Points 5 (relevance of approach and methodology)</p> <p>D. Past Performance Assessment (reference check with CAG) Points 5</p> <p style="text-align: center;">Total points for the five (A to E) criteria = 100 points</p> <p><u>The minimum technical score (St) required to pass is 75 points</u></p>
23.1	An online option of the opening of the Financial Proposals is offered: <u>No</u>
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>Indian Rupees</u></p> <p>The official source of the selling (exchange) rate is: <u>State Bank of India</u></p> <p>The date of the exchange rate is: <u>Deadline for submission of proposals</u></p>
27.1 (QCBS only)	<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 following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 75, and P = 25</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; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: Date: To be determined</p>

	Address: <i>Office of the Project Director, Project Management Unit, Assam Project on Forest and Biodiversity Conservation Society, Assam Forest School Campus, Jalukbari, Guwahati 781014 (Assam)</i>
30.2	Expected date for the commencement of the Services: Date 01/10/2015 at: Guwahati (Assam)

Section 3. Technical Proposal – Standard Forms

Form TECH-1(format not be altered)

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for 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 a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the 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 Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant. }

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) In Competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the Republic of India

- (e) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (f) 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 Clause 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

APPENDIX TO TECHNICAL PROPOSAL SUBMISSION FORM
(format not to be altered)

**Statement of Integrity, Eligibility and Social and
Environmental Responsibility**

Reference name of the RFP :
("Contract")

To: ("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 it has entered into with the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our subcontractors. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the contract procurement and its subsequent performance.
2. We hereby certify that neither we nor any other member of our joint venture or any of our subcontractors are 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 convicted, within the past five years by decision of a court decision, which has the force of *res judicata* in the country where the project is implemented, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of a contract¹;
 - 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 committed serious professional misconduct within the past five years during the procurement or performance of a contract;
 - 2.5) not having fulfilled our obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of either the country where we are established or the Contracting Authority's country;
 - 2.6) having been convicted, within the past five years by a court decision, which has the force of *res judicata*, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of an AFD-financed contract;

¹In 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 this AFD-financed contract.

- 2.7) being subject to an exclusion decision of the World Bank since 30 May 2012, and being listed on the website <http://www.worldbank.org/debarr>²;
- 2.8) having committed misrepresentation in documentation requested by the Beneficiary as part of the contract procurement procedure.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors 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 selection procedure 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 being under common control with another bidder, or receiving from or granting subsidies directly or indirectly to another bidder, having the same legal representative as another bidder, maintaining direct or indirect contacts with another bidder which allows us to have or give access to information contained in the respective bids, influencing them or influencing decisions of the Contracting Authority;
- 3.4) being engaged in a consultancy 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 a works or goods procurement procedure:
- i. having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation that are subject of the bid;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this contract;
4. If we are a government-owned entity, 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 procurement and performance of the 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

²In 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 this AFD-financed contract.

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, 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 private 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 private 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 subcontractors 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 subcontractors 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 such as specified in the environmental and social management plan or, if appropriate, in the environmental and social impact assessment notice provided by the Contracting Authority.

7. We, as well as members of our joint venture and our subcontractors authorise AFD to inspect accounts, records and other documents relating to the procurement and performance of the Contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of _____

Signature: _____

Duly empowered to sign the proposal in the name and on behalf of³ _____

³ In case of joint venture, insert the name of the joint venture. The person who will sign the proposal on behalf of the members shall attach a power of attorney from all members.

TECHNICAL PROPOSAL (FORM TECH-2)

{Below is a suggested structure of the Technical Proposal}

A - Consultant's Organizational 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 for this assignment, including organizational chart, a list of Board of Directors, and beneficial ownership.

List⁴ previous similar assignments successfully completed in the last [...../ years.] indicating the names of the Key experts and sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub consultancy, the amount paid to the consultant) and the consultant's role/involvement

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

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment 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 assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The Work 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 the 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 assignment. 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

⁴List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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

N°	Deliverables	Months ²³									
		July 2015	Oct 2015	Jan 2016	April 2016	July 2016	Oct 2016	Jan 2017	April 2017	July 2017	TOTAL
D-1	Annual reporting year 2013-2014										
D-2	Annual reporting year 2014-2015										
D-3	Interim Reporting Quarterly I										
D-4	Interim Reporting Six Monthly Interim Reporting Quarterly II										
D-5	Interim Reporting Quarterly III										
D-6	Annual Reporting year 2015-2016 Interim Reporting Quarterly IV										
D-7	Interim Reporting Quarterly I										
D-8	Interim Reporting Six Monthly Interim Reporting Quarterly II										
D-9	Interim Reporting Quarterly III										
D-10	Annual Reporting year 2016-2017 Interim Reporting Quarterly IV										

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

FORM TECH-4
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-3)										Total time-input (in Months) ²			
		Position		D-1		D-2		D-3	D-...			Home ³	Field ³	Total
KEY EXPERTS¹															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
...															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
...															
											Subtotal				
											Total				

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Republic of India or any other country outside the expert's country of residence.

Full input
 Partial input

FORM TECH-5

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

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 assignment: {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 assignment does not need to be included. }

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 3 in which the Expert will be involved}	

Expert’s contact information: (e-mail....., 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 assignment 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
Date

Signature

{ day/month/year }

Name of authorized
Date
Representative of the Consultant
(thesame who signs the Proposal)

Signature

Section 4. Financial Proposal - Standard Forms

FORM FIN – 1 (format not to be altered)

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost	
	<i>{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}</i>	
	<i>{Insert Foreign Currency }</i>	<i>Indian Rupee</i>
Cost of the Financial Proposal		
Including:		
(1) Remuneration (time-based)		
(2) Other expenses (reimbursables)		
<u>Total Cost of the Financial Proposal:</u> <i>{Should match the amount in Form FIN-1}</i>		
<i>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</i>		
(i) <i>{insert type of tax e.g., VAT or sales tax}</i>		
(ii) <i>{e.g., income tax on non-resident experts}</i>		
(iii) <i>{insert type of tax}</i>		
<u>Total Estimate for Indirect Local Tax:</u>		

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

FORM FIN-3 BREAKDOWN OF REMUNERATION(STANDARD FORM)

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

A. Remuneration						
No.	Name	Position (as in TECH-4)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-4)	{Foreign Currency- as in FIN-2}	{Local Currency- as in FIN-2}
Key Experts						
K-1			[Home]			
			[Field]			
K-2						
Non-Key Experts						
N-1			[Home]			
N-2			[Field]			
Total Costs						

Section 5. Eligibility Criteria and Social and Environmental Responsibility

Eligibility in AFD-Financed Procurement

1. Financing allocated by AFD 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 and services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, provider or sub-contractors, inputs or resources used in the implementation processes.
2. Natural or legal persons (including all members of a joint venture or any of their subcontractors) shall not be awarded an AFD-financed contract if, on the date of submission of an application or of a bid or on the date of award of a contract, they:
 - i) 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;
 - ii) have been convicted within the past five years by court decision, which has the force of *res judicata* in the country where the project is implemented, of fraud or corruption or any other offence committed during the procurement or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to Letter of Bid) which shows that this conviction is not relevant in the context of this AFD-financed project;
 - iii) 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;
 - iv) have committed serious professional misconduct within the past five years during the procurement or performance of a contract, as evidenced by any means by the Employer;
 - v) have not fulfilled their obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of the country where they are established or the Employer's country;
 - vi) have been convicted within the past five years by court decision, which has the force of *res judicata* of fraud or corruption or any other offence committed in the context of an AFD-financed contract procurement or performance ;
 - vii) Are subject to an exclusion decision of the World Bank, since 30 May 2012, 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 Letter of Bid) which shows that this exclusion is not relevant in the context of this AFD-financed project

- viii) have committed misrepresentation in documentation requested by the Employer as part of the contract procurement procedure;
3. Bidders that are Government-owned enterprises or institutions may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law. To be eligible, a government-owned enterprise or institution shall establish to the Agency's satisfaction, through all relevant documents, including its Charter and other information the Agency may request, that it: (i) is a legal entity separate from their government (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 government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.
 4. In order to promote sustainable development, AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:
 - i) comply with and ensure that all their subcontractors comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
 - ii) adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or in the environmental and social impact notice issued by the Employer.

Section 6. Agency Policy – Corrupt and Fraudulent Practices

The Employer, the Implementing Agency and the contractors, suppliers or consultants must observe the highest standard of ethics during contract procurement and performance.

By signing the Statement of Integrity (form available as Appendix to Letter of Bid) the contractor, supplier or consultant declares that (i) *“it did not engage in any practice likely to influence the contract award process to the Employer's detriment, and that it did not and will not get involved in any anti-competitive practice”*, and that (ii) *“the negotiation, the procurement and the performance of the contract did not and shall not give rise to any act of corruption or fraud”*.

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

The Agency 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:

- reject a proposal for a contract award if it is established that during the selection process the bidder 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;
- declare misprocurement when it is established that, at any time, the Employer, the contractor, the supplier, the consultant or its representatives have engaged in acts of corruption, fraud or anti-competitive practices during the contract procurement or performance without the Employer having taken appropriate action in due time satisfactory to the Agency to remedy the situation, including by failing to inform the Agency at the time they knew of such practices.

The Agency 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 person 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 State of the Employer) 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;

- any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
- any other person defined as a public officer by the national laws of the Employer.

(c) Corruption of a private person means:

- the act of promising, offering or giving to any person other than a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
- the act by which any person other than 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 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 means:

- 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.

Section 7. Terms of Reference



Procurement Package No. PM-ME-C-FA-2/4

ENGAGEMENT OF CA AUDIT FIRM FOR AUDIT OF PROJECT ACCOUNT

RFP SECTION 7: TERMS OF REFERENCE

**PROJECT MANAGEMENT UNIT
APFBC SOCIETY
ASSAM FOREST SCHOOL JALUKBARI GUWAHATI 781014.
April 2015**

**APFBC Society
Project Management Unit
TOR for Engagement of CA Audit Firm for Audit of Project Account
Procurement Package No. PM-ME-C-FA-2/4**

Section 7 Terms of Reference

1. BACKGROUND

The “Assam Project on Forest and Bio-diversity Conservation (APFBC), co-funded by the French Development Agency (AFD), the Government of India and the State Government of Assam covers the entire Assam State. Proposed activities under the APFBC will be implemented by Field Implementation Units comprising 32 territorial divisions, 7 wildlife divisions and 13 social forestry divisions in the Forest Department, Assam

The project budget amounts to a total of 60 M€ (INR 36600 lakhs), comprising of 54 M€ (INR 329400 lakh) loan component from the French Development Agency (AFD) and 6 M€ (INR 36600 lakh) counterpart funding by the Government of India and the State Government of Assam. The project headquarter are located in Guwahati on the shores of Brahmaputra river. The project vision is “to enable sustainable forest and biodiversity conservation and management in Assam through multi-scale integrative planning and involvement of forest dependent communities in target areas and giving fillip to their livelihood activities through sustainable use of forest and non-forest resources”.

1.1. Project Objective and Approach

The APFBC has defined its objective as, “In collaboration with the forest dependent communities, to restore forest eco-systems to enhance the forest dependent community’s livelihoods and ensure conservation and sustainable use of biodiversity.” Thus, the APFBC through implementation of envisaged activities will endeavor to overcome the two impediments- lack of awareness and poverty for conservation initiatives to take root. The project approach follows adaptive management through incremental steps, community participation and empowerment. So, activities under the project will have focus on community awareness and capacity building and equipping forest department with suitable infrastructural facilities and training of manpower. It is aimed that the communities living at the fringe of forest areas, Protected Areas and the buffer zones will be sensitized towards conservation of wild life and floral wealth. Promotion of alternative livelihood activities including ecotourism will be used as a tool for achieving the twin objectives of conservation of natural resources including biodiversity and wildlife and economic development of communities which will synergize each other. This will help in laying down the framework for growth in the State in an environmentally, ecologically, socially and economically sustainable manner.

The specific objectives of the Assam Project on Forest and Biodiversity Conservation are:

- To enhance the capacity of the Assam Forest Department,
- To establish a multi-level strategic plan for the management of Assam Forests,
- To carry out forest management activities in a sustainable way,
- To add value to goods and services generated by communities through sustainable use of forest and non-forest resources.

1.2. Project Components

To achieve its objectives the project will follow adaptive management approach and focus on the following activities:

- Institutional strengthening of the Forest Department through creating infrastructural facilities and human resources development and management
- Multi-level strategic planning to ensure a coordination, integration and synergy in efforts of all stake holders in the Forest Department and other line departments for devising integrated management of forest based resources at landscape level and to formulate a vision document
- Creation of a database on forest resources, Protected Areas (PAs), human resources, biodiversity, and undertaking scientific study on forest and wildlife, biodiversity conservation and management related issues,
- Ecotourism as a tool for creating awareness on forest and biodiversity Conservation,
- Restoration and rehabilitation of degraded forests with indigenous species, natural regeneration, bamboo and sal plantation and promotion of plantation to meet the specific need of domestic firewood demand,
- Conflict measures – wildlife and human conflict – implementation of mitigation measures,
- Development of JFMC/EDC level micro-enterprises for value addition, product branding certification and marketing support
- Supports capacity building of the Project staff and other stakeholders.

The Project activities are broadly grouped in following four (4) Project Components:

Component -1: Forest Department Institutional Strengthening and Legal Reforms

This component aims at enabling the Assam Forest Department (FD) to enhance its capacity to deal with the new challenges it faces, by streamlining working procedures between Forest Department wings, building capacity of staff, rehabilitating and enhancing existing equipment, enhancing interactions with other departments, suggesting legal reforms, making assessments, updates and their dissemination.

Component- 2 Multi Level Strategic Planning

This component aims to develop landscape level integrated management strategies and identify priority areas of intervention through the design of an Assam State level forest strategic plan supported by a landscape level multi-sector assessment. These will be developed, by building an information system, preparing administrative and tenure boundary layers, appraising human ecological dependency on forest resources, using spatial tools for decision making, creating data bases, adopting a participatory approach, implementing strategy for landscape level management, designing strategy to rationalize the existing protected area network, and launching an integrated / master plan concept.

Component 3: Sustainable Forest Development

To ensure conservation and sustainable use of biodiversity, there is need to restore forest ecosystems through forest management in core areas. This is possible through promoting participatory forest management, managing conflict between the population living in interaction with or in zones of influence near to forest, development of sustainable fuel-wood production and promotion of alternatives to minimize use of wood in meeting domestic energy needs.

Component 4: Adding Value and opening market opportunities

This component includes sustainable use of forest and biodiversity goods by promoting capacity building and training for value addition to local production, labelling and certification of products and their marketing, developing non forest goods based livelihood alternatives, enhancing employability and developing carbon finance.

Component 5: Project Management

To implement the above components, the project envisages project administration and management, technical assistance, monitoring and evaluation, communication documentation and workshops at different stages of the project implementation.

Project Duration:

APFBC is a five year duration project (2012-13 to 2016-17). The components and activities of the project will be implemented in a phased manner in target areas.

Target Areas and Groups:

The Project will be implemented in the entire state of Assam. The target areas and target population will vary depending upon the components and activities of the project. Restoration and rehabilitation targets cover 16,550 ha of forest area and fuel wood plantation will be raised over 20,000 ha forest land. Target groups include 228 JFMCs & EDCs representing more than 20,000 households. Besides, the project will cover Forest Personal and other population through activities like agro-forestry, increasing tree cover over non-forest land and *jhum* (shifting cultivation) management.

1.3. Expected Outputs of the project:

The expected outputs of the APFBC are:

- Streamlining of procedures within the forest department;
- Rehabilitate and enhance existing infrastructure and equipment;
- Enhance interaction with other departments;
- Legal reforms;
- Research and development;
- Assam State forest strategic planning and designing integrated/master plan approach;
- Sustainable forest management by the forest department;
- Participatory forest management;
- Bio-diversity conservation and management;
- Sustainable fuel wood production strategy and promotion of domestic energy alternatives;
- Mitigation of conflicts including man – animal and land use;
- Wild life habitat improvement;
- Explore opportunities and support schemes to develop tree cover outside and *jhum* (shifting cultivation) management;
- Support IGAs of the forest dependent communities and
- Estimate potential value of ecosystem services, including carbon sequestration and bio-diversity.

1.4. Project Implementation Arrangements

The Assam Project on Forest and Biodiversity Conservation Society a Special Purpose Vehicle created by the Government of Assam and registered under Society Registration Act is mandated with overall execution, management and coordination of the project activities through a Project Management Unit established to implement the project.

APFBC Society envisages successful integration of sustainable forest management interventions with special emphasis on income generation and livelihood security of forest dependent communities.

Purpose of the APFBC Society

The project envisages implementing activities ranging from capacity building of forest department personnel, rehabilitation of Forest Department's infrastructure and equipment to income generation and livelihood security of forest dependent communities. The Society came in existence on 28 June 2012 to support two main purposes:

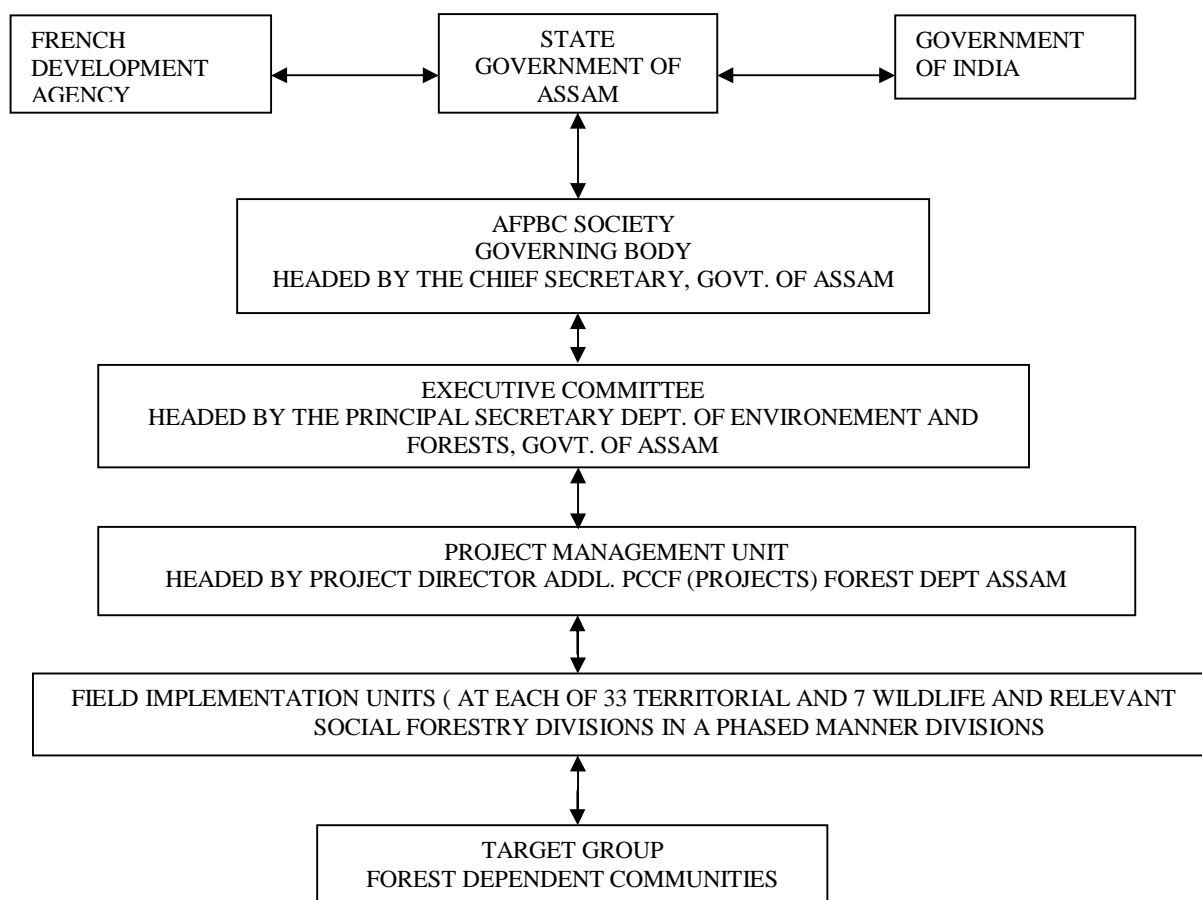
- (i) Concentrate the necessary human and financial resources besides providing working environment for successful implementation of the project supported work programs to meet the stated objectives of the project in participatory mode;
- (ii) Undertake implementation of activities related to various project components including procurement of goods, works, services and community mobilization for livelihood enhancement and ensure quantity, quality control and quality assurance as well as adherence to technical and operational processes that ensure the implementation framework and guidelines of the agency financing the project.

Structure of the APFBC Society

The Society has been constituted with four tier structure:

- a) **Governing Body**, (GB) is chaired by the Chief Secretary to the Govt. of Assam (GOA). The GB is the highest policy and decision making body for the execution of the project goals and objectives. The GB is fully empowered to review project implementation, issue directions and make intra-component changes based on feedback for effective and efficient functioning of the Project.
- b) **Executive Committee**, (EC) is headed by the Principal Secretary to the GOA, Environment and Forest Department for overseeing implementation of the policies and programs approved by the GB and for achieving inter-departmental co-ordination to ensure non-duplication of management interventions.
- c) **Project Management Unit, (PMU)** comprises of a team of Forest Officers headed by Project Director in the rank of Addl. PCCF. Under authority of the PCCF and HoFF Assam, the Project Director (PD) exercises day to day executive control by establishing direct contact with concerned forest department staff. PD also coordinates with line departments, other partners including NGOs, public and private institutions under authority of GB/EC.
- d) **Field Implementation Units, (FIUs)** are headed by the DFOs of the concerned territorial / wild life or social forestry divisions hosting project activities with assistance of the Range Forest Officers and other subordinate staff of the Forest Department.

APFBC INSTITUTIONAL SET UP



The Project Management Unit (PMU) of APFBC

27. Role of the PMU

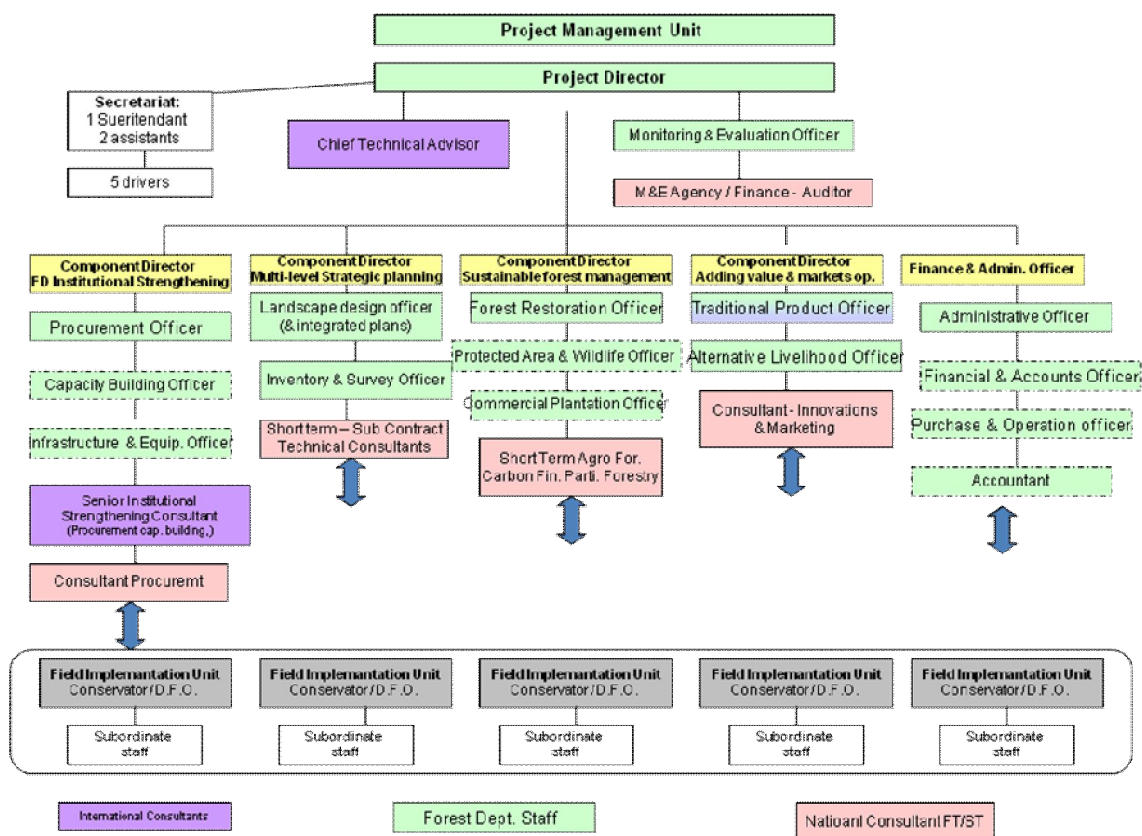
The implementing arm of the Society, namely the “Project Management Unit”, is located at and operates from its office in the Forest Department premises at Assam Forest School Campus, Jalukbari Guwahati. Field Implementation Units operate from Divisional Forest Offices in project areas.

The role of the PMU is to ensure a day-to-day executive control over project implementation. The PMU will establish direct working contacts with all concerned officials at various levels in the forest department under the authority of PCCF HoFF, Assam. In addition, the PMU will be vested with the capacity to call for meetings with selected officers from partner departments in Assam and other partners such as NGOs, public and private institutions, at Assam, national and international levels under the authority of the Governing Body.

28. The structure of the PMU

The structure of the PMU is designed to take care of the Project Components. PMU will be headed by the Project Director. One senior FD official will head each of the components of (1) FD Institutional Strengthening (2) Multi Level Strategic Planning (3) Sustainable Forest Management, (4) Value Addition and Market Potential for Forest Produce and (5) Project Management. Each of the component head will be supported by a team of officers assigned with specific responsibilities and tasks.

The overall look of the structure is illustrated in the following diagram:



The structure of the PMU

Please refer to website www.apfbc.nic.in for project details.

2. OBJECTIVE OF THE ASSIGNMENT:

The objective of the audit of the Project Financial Statements (PFS) is to enable the auditor to express a professional opinion on the accuracy of the project financial statements and compliance with financing agreements concerning Assam Project on Forest and Biodiversity Conservation. The audit will cover the entire project activities i.e., including all sources and application of funds for the project. The Auditor will visit the various field offices as considered necessary for the review.

3. SCOPE OF WORK:

The audit will be carried out in accordance with the general principles and standards of audit laid down by the Institute of Chartered Accountants of India and will include such tests and controls, as the auditor considers necessary under the circumstances. In conducting the audit, special attention should be paid to the following:

4. AUDIT COVERAGE AND SCHEDULE

The agency is to ensure that the project accounts have been prepared in accordance with consistently applied International Accounting Standards (IAS) and give a true and fair

view of the financial situation of the project and of resources and expenditures for a given year.

The audit will be carried out on a regular basis as per following schedule

Financial Year	No of Accounting Centres to be covered in audit					
	Q1-SOE	Q2-SOE	Pre Budget (six monthly)	Q3 SOE	Q4 SOE	Annual Statutory Audit
2013-2014	--	--	--	--	--	60
2014-2015	--	--	--	--	--	60
2015-2016	60	60	60	60	60	60
2016-2017	60	60	60	60	60	60

Q1-Q4 denotes quarter 1, quarter 2, quarter 3 and quarter 4 of the financial year

SOE: Statement of Expenses

List of Accounting Centres will be provided during pre-proposal conference.

4.1. Statements of expenditure:

In addition to audit of the PFS for every financial year during project duration, the auditor will be required to audit all SOEs used as basis for the submission of withdrawal applications every quarter which will be sent by the Forest Department to Comptroller of Aid, Accounts and Audit (CAAA). The auditor should apply such tests and controls, as s/he considers necessary under the circumstances. These expenditures should be carefully examined for project eligibility with the relevant financing agreement. Where ineligible expenditures are identified as having been included in withdrawal applications and reimbursed against these should be separately noted and listed by the auditor. Annexed to the PFS should be a schedule listing individual SOE withdrawal applications by specific reference number and amount, In consultation with AfD, the PMU is to prepare a list of items of expenditure eligible for reimbursement under APFBC and also items of expenditure that are not eligible for reimbursements to the APFBC. These lists are to be communicated to all ACs.

4.2. Interim audit (Six monthly, pre budget meeting of GB)

Pre Budget six monthly audit before submission of the budget to the Meeting of the Governing Body every year (in the month of December). The interim review will focus on: (i) operation of the financial management system and internal controls; (ii) transactional review of expenditures incurred by all implementing agencies; and (iii) monthly financial reports prepared from the financial records. The annual audit (at the end of the fiscal year) will include, in addition, the review of Project Financial Statements. (iv) comments and observations on AWP Budget and financial progress,

4.3. Audit opinion:

Besides a primary opinion on the PFS, the audit reports of the Project accounts will include a separate paragraph commenting on the accuracy and the alignment of expenditures withdrawn with the SOE procedures and the extent to which AFD can rely on SOEs as a basis for loan disbursement. The annual financial statements, including the annual audit reports, are to be received by AFD not later than six months after the end of the accounting period to which the audit refers.

4.4. Management letter:

In addition to the audit report, the auditor will prepare a ‘management letter’, in which s/he will

- (A) Comment and record observations on the accounting records, systems and controls that were examined during the course of audit;
- (B) Identify specific deficiencies and areas of weakness in systems and controls; and
- (C) Make recommendations for their improvement; report on the degree of compliance of each of the financial covenants on the financing agreements and give comments, if any, on internal and external matters affecting such compliance;
- (D) Communicate matters that have come to attention during the audit which might have a significant impact on the implementation of the Project; and
- (E) Bring to the Project Director’s (PD) attention to any other matter that the auditor considers pertinent.

5. TEAM COMPOSITION & QUALIFICATION REQUIREMENTS FOR THE KEY EXPERTS

The CA Firm will assure deployment of services of the team of qualified, eligible, and experienced Chartered Accountants with adequate number of audit assistants to support CAs to carry out audit at all the Accounting Centres.

6. REPORTING REQUIREMENTS AND TIME SCHEDULE FOR DELIVERABLES

Reporting will be done in accordance with the International Standards on Auditing. Reporting will be done on interim and final audits as given below:

Interim Reporting: (Quarterly and six monthly) The Auditor will provide an interim report to the Project Management Unit highlighting findings during the interim audit, to enable the PMU to take timely action. This will be in the form of a Management Letter which will *inter alia* include:

- (A) Comments and observations on the financial management records, systems and controls that were examined during the course of the audit;

- (B) Deficiencies and areas of weakness in systems and controls and recommendations for their improvement;
- (C) Compliance with covenants in the financing agreement and comments, if any, on internal and external matters affecting such compliance;
- (D) Matters that have come to attention during the audit might have a significant impact on the implementation of the project; and
- (E) Any other matters that the auditor considers pertinent.

The interim report will be submitted by 15th of the following month of quarter.

Annual Reporting: The Auditor will provide an opinion on:

- (A) Project Financial Statement;
- (B) Expenditure by Project Components;
- (C) Expenditure by disbursement categories- eligible and reimbursable;
- (D) List of disbursement claims submitted during the financial year.
- (E) Reconciliation of the claims with the reported and eligible expenditures;
- (F) for withdrawals from the FDA Credit made on the basis of Statements of Expenditure (SOEs), whether the SOEs submitted during the year, together with the procedures and internal controls involved in their preparation, can be relied on to support the related withdrawals;
- (G) The annual Audit Report and Management Letter will be submitted **by May 31**, of the respective year.
- (H) The annual Audit Report will be submitted to the PMU which in turn would submit it to the Government of India and the State Government of Assam. Copies of the Audit Report and Management Letter will be provided to AFD.

The agency shall submit electronic soft copies on CD ROM in addition to three hard copies. Final reports shall be delivered in CD ROM in addition three hard copies. All the reports should be submitted to the client at the following address

The Project Director and Addl. PCCF (Projects)
Assam Project on Forest and Biodiversity Conservation
Assam Forest School
Jalukbari
Guwahati 781014.

7. CLIENT'S INPUT AND COUNTERPART PERSONNEL

(a) Services, facilities and property to be made available to the Consultant by the Client:

The auditor will be given access to all legal documents, correspondence, monthly financial statements, SOEs and any other information associated with the project and deemed necessary by the auditor.

- (A) On selection, an agreement shall be executed with the auditor as per approved format. The auditor shall complete the assignment as per time schedule to be mentioned in the agreement.

- (B) Observations made and irregularities noticed (if any) in course of the audit must be intimated to the implementing agency and to the PD in writing. The response of the implementing agency / PD shall be considered by the auditor before finalization of the audit report.
- (C) The auditor must have the requisite experience and adequate staff to conduct the audit. A statement showing experience in conducting audit during the last three years and the staff proposed to be engaged for the audit must be submitted along with the offer.
- (D) The auditor will submit (i) the report for each quarter of a financial year no later than 15 days after the end of that quarter and (ii) the consolidated report for the entire financial year **by 31st July** of the following financial year.

(b) Professional and support counterpart personnel to be assigned by the Client to the Audit Firm

PMU will be providing counterpart officials for discussion and consultation. No other services and facilities will be provided by the APFBC Society to the consultant.

Apart from above, the PMU will not be providing any services and facilities to the consultant, except counterpart officials for discussion and consultation and associated documents at its disposal. The travel cost and logistic in respect of counterpart official will be met from the consultancy.

8. SPECIFIC PROJECT REQUIREMENTS

- (a) The Consultants will serve to PMU and will operate from a office at Guwahati at their cost and will make required experts available for discussions and consultations at the PMU as well as at FIU upon intimation by the PMU as and when required.
- (b) **Change in key person:** No key person may be changed without the consent of PMU and AFD. If replaced, it should be with an expert of equivalent qualification and experience and expertise and/or superior experience, qualifications and expertise.
- (c) **Duration of consultancy:** The total period of the Consultancy will initially be two financial years i.e. 2015-16 & 2016-17, that may be extended further, if required, on an assignment basis and the firm must be able to commit qualified and experienced personnel for the envisaged consultancy service of requisite person months mentioned above during project duration intermittently.
- (d) **Difference of opinion:** In case of difference of opinion between the Employer and the consultants on any important matter involving professional judgment that might affect the proper evaluation or execution of the project, the Employer shall allow the consultant to submit promptly to the Employer a written report and simultaneously to submit a copy to the Employer for AFD. The Employer shall forward the report to AFD with its comments in time to allow AFD to study it and communicate with the Employer before any steps are taken in the matter. In case of

urgency, the consultants have the right to request the Employer and/or AFD that the matter be discussed immediately between the Employer and AFD.

- (e) **Monitoring by AFD:** Without assuming the responsibilities of the Employer or the Consultants, AFD may monitor the Services as necessary in order to satisfy itself that it is being carried out in accordance with appropriate standards and is based on acceptable data. As appropriate, AFD may take part in discussions between the Employer and the Consultants. However, AFD shall not be liable in any way for the implementation of the project by reason of such monitoring or participation in discussions. Neither the Employer nor the Consultants shall be released from any responsibility for the project by reasons of AFD's monitoring or participation in discussion.

PART II

Section 8. Conditions of Contract and Contract Forms

CONTRACT FOR CONSULTANT'S SERVICES

Project Name _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

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I. Form of Contract

(Text in brackets [] is optional; all notes should be deleted in the final text)

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

*[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 this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* funds from the Agence Française de Développement (AFD) toward the cost of the Services and intends to apply a portion of these funds to eligible payments under this Contract, it being understood that (i) payments by the Agency will be made only at the request of the Client and upon approval by the Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the agreement between the Client and the Agency 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 this Contract:
 - (a) The General Conditions of Contract(including Attachment 1 “Agency Policy – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
Appendix A: Terms of Reference

- Appendix B: Consultant's Technical Proposal (including methodology and key Experts)
- Appendix C: Contract Price(s)
- Appendix D: Form of Advance Payment Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D. Any reference to this 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 this Contract to be signed in their respective names as of the day and year first above written.

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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 Republic of India , 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) “Agency” means the 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 this 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, Sub-consultant 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 Republic of India .
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the government of the Republic of India .
- (l) “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.

- (m) “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.
- (n) “Local Currency” means the currency of the Republic of India .
- (o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (p) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

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

5. Headings

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

6. Communications

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

SCC.

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

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Republic of India 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 member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

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

10. Corrupt and Fraudulent Practices

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

a Commissions and fees

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

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

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party

shall have any claim against the other Party with respect hereto.

13. Commencement of Services

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

14. Expiration of Contract

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

15. Entire Agreement

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

16. Modifications or Variations

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

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

17. Force Majeure

a. Definition

17.1. For the purposes of this 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, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. 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, Sub-consultants 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 this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

b. No Breach of Contract

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

alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

17.6. A Party affected by an event of Force Majeure shall notify the other Party 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.

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including 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) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

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

a. By the Client

19.1.1 The Client may terminate this Contract in case 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) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar 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; or (i) if the consultant is held by client to have a conflict of interest in the performance of the contract, or any portion thereof or (ii) if the consultant submits false statement to the client which is a material effect on the rights, obligations or interest of the client;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this 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 and fraudulent practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45)

calendar 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) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this 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.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of 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 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.

e. Payment upon Termination

19.1.6 Upon termination of this 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 Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly

termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

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

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

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

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

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Republic of India when as a matter of law or official regulations, the Republic of India prohibits commercial relations with that country; or by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations

20.6 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.

a. Consultant Not to Benefit from Commissions, Discounts, etc. 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in

connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the 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.

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make 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 this Contract shall be as determined under the Applicable Law.

24. Insurance to be Taken out by the

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and

Consultant

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 Sub-consultants 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.

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 this 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 this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and 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 this 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 Republic of India for the use either for the project or

personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS

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

29.2 In case unit prices (time-based) and if required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (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 this Contract to exceed the ceilings set forth in 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 agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1 the Parties shall sign a Contract amendment.

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

30.2 Notwithstanding 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 for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

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 32.1 If the Client finds that any of the Experts or Sub-consultant

or Sub-consultants has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt and fraudulent practices while performing the Services, the Consultant shall, at the Client's written request, provide a replacement

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

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

**33. Replacement/
Removal of Experts
– Impact on
Payments**

33.1 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 Republic of India, experts carrying out Services inside the Republic of India shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Republic of India as is specified in **Appendix A**.

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

E. OBLIGATIONS OF THE CLIENT

**35. Assistance and
Exemptions**

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

(a) Assist the Consultant with obtaining work permits and 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 Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Republic of India according to the applicable law in the Republic of India.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Republic of India, of bringing into the Republic of India 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 Project Site

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 Sub-consultants or the Experts of either of them.

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

37.1 If, after the date of this Contract, there is any change in the applicable law in the Republic of India 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 this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be

made to the ceiling amounts specified in Clause GCC 41.1

38. Services, Facilities and Property of the Client

38.1 The Client shall make 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 said **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 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 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 this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS 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 this 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 this 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 time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) other expenses 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 items as specified in the **SCC**.

43. Taxes and Duties

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

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

44. Currency of Payment

44.1 Any payment under this Contract shall be made in the currency(ies) 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 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 an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set

forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in installments as specified in the **SCC** until 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 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 after the receipt by the Client of such itemized invoices with supporting documents. Only such 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 to be incurred by the Consultant, 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 this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in 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**.

G. FAIRNESS AND GOOD FAITH

47. Good Faith

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

47.2 The parties recognize that it is impractical in this contract to provide for every contingency which may arise during life of the contract and the parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness

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 after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

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

II. General Conditions

Attachment 1: Agency's Policy – Corrupt and Fraudulent Practices

The Client, the Implementing Agency and the contractors, suppliers or consultants must observe the highest standard of ethics during contract procurement and performance.

By signing the Statement of Integrity, the contractor, supplier or consultant declares that (i) *“it did not engage in any practice likely to influence the contract award process to the Employer's detriment, and that it did not and will not get involved in any anti-competitive practice”*, and that (ii) *“the negotiation, the procurement and the performance of the contract did not and shall not give rise to any act of corruption or fraud”*.

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

The Agency 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 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 Client, the contractor, the supplier, the consultant or its representatives have engaged in acts of corruption, fraud or anti-competitive practices during the contract procurement or performance without the Client having taken appropriate action in due time satisfactory to the Agency to remedy the situation, including by failing to inform the Agency at the time they knew of such practices.

The Agency 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 person 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 State of the Employer) 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;
 - any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
 - any other person defined as a public officer by the national laws of the Client.
- (c) Corruption of a private person means:
- the act of promising, offering or giving to any person other than a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
 - the act by which any person other than 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 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 means:
- 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.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	<p>The Contract shall be construed in accordance with the law of [insert country name].</p> <p><i>[Note: The Agency-financed contracts normally designate the law of the Republic of India as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.]</i></p>
4.1	The language is:English.
6.1 and 6.2	<p>The addresses are:</p> <p>Client : _____ _____</p> <p>Attention : _____ Facsimile : _____ E-mail (where permitted): _____</p> <p>Consultant : _____ _____</p> <p>Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ [insert name of the member]</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: [name, title] _____</p> <p>For the Consultant: [name, title] _____</p>

11.1	The Contract shall come into force at the Date of Signature. There is no effectiveness condition.
12.1	Not applicable
13.1	Commencement of Services: the Services shall start on [insert Date of Contract signature OR (Date) OR specify(number of days) after the Contract signature]
14.1	Expiration of Contract: The time period shall be _____ [insert time period, e.g.: twelve months].
23.1	<p>No additional provisions.</p> <p>[OR:</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 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> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(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;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>[Note: Delete what is not applicable except (a)].</p> <p>(a) Professional liability insurance, with a minimum coverage</p>

	<p>of [insert amount and currency which should be not less than the total ceiling amount of the Contract];</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Republic of India by the Consultant or its Experts or Sub-consultants, with a minimum coverage of [insert amount and currency or state “in accordance with the applicable law in the Republic of India”];</p> <p>(c) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state “in accordance with the applicable law in the Republic of India”];</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Republic of India, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<p>27.1</p>	<p>[If applicable, insert any exceptions to proprietary rights provision [insert]]</p>
<p>27.2</p>	<p>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</p> <p>[The Consultant shall not use these [insert what applies.....documents and software.....]for purposes unrelated to this Contract without the prior written approval of the Client.]</p> <p>OR</p> <p>[The Client shall not use these [insert what applies.....documents and software.....]for purposes unrelated to this Contract without the prior written approval of the Consultant.]</p> <p>OR</p> <p>[Neither Party shall use these [insert what applies.....documents and software.....]for purposes unrelated to this Contract without the prior written approval of the other Party.]</p>
<p>35.1</p>	<p>[List here any changes or additions to Clause GCC 35.1. If there are</p>

(a) through (f)	<i>no such changes or additions, delete this Clause SCC 35.1.]</i>
35.1(g)	<i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(g).]</i>
41	<p>The contract is: [a lump-sum price contract OR a unit price (time-based) contract] <i>[If the Contract is divided into phases, it may be possible to specify a different type of contract for each phase]</i> <i>[In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant’s remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant’s experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.</i> <i>In lump-sum contracts, payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant’s outputs by the Client is paramount.]</i></p> <p>The Contract price (lump-sum) or the ceiling (time-based) is: _____ <i>[insert amount and currency for each currency] [indicate: inclusive or exclusive] of local indirect taxes.</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 (not applicable to lump-sum contract)	<p><i>[If relevant, insert: Time actually spent per month shall be calculated as the number of calendar days of presence of the expert divided by 30 days].</i> <i>[For reimbursable expenses, specify, if applicable, allowance and conditions for payment eligibility with regards to (list as per ITC 16.1):</i> <i>Per diem, transportation cost (number of air ticket, passenger class, baggage allowance, local transportation...), communication costs, printing costs...]</i></p>
42.3	<p>Price adjustment on the remuneration <i>[insert “applies” or “ does not apply”]</i></p> <p><i>[If the Contract is less than 18 months, price adjustment does not apply. Price adjustment is not usually applicable to lump-sum</i></p>

	<p><i>Contracts.</i></p> <p><i>If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Republic of India, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Republic of India. A sample provision is provided below for guidance:</i></p> <p>Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \left\{ \text{or } R_f = R_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right] \right\}$ <p>where</p> <p>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> <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 (and, for the first time, with effect for the remuneration earned in the [<i>insert number</i>]the calendar month after the date of the Contract) by applying the following formula:</p>
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	$R_l = R_{l_0} \times \frac{I_l}{I_{l_0}} \quad \{ \text{or} \quad R_l = R_{l_0} \times [0.1 + 0.9 \frac{I_l}{I_{l_0}}] \}$ <p>where R_l is the adjusted remuneration; R_{l_0} 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 Republic of India for the first month for which the adjustment is to have effect; and I_{l_0} is the official index for salaries in the Republic of India for the month of the date of the Contract.</p> <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_{l_0} 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>
<p>43.1 and 43.2</p>	<p>The Consultant, the Sub-consultants and the Experts shall be exempt from:</p> <p><i>[insert list of tax exemptions consistent with ITC 16.3, for instance:</i></p> <p><i>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Republic of India, on the Consultant, the Sub-consultants and the Experts in respect of:</i></p> <p>(a) <i>any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Republic of India), in connection with the carrying out of the Services;</i></p> <p>(b) <i>any equipment, materials and supplies brought into the Republic of India by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</i></p> <p>(c) <i>any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</i></p> <p>(d) <i>any property brought into the Republic of India by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Republic of India), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Republic of India, provided that:</i></p> <p style="padding-left: 40px;"><i>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Republic of</i></p>

	<p><i>India in importing property into the Republic of India; and</i></p> <p>(ii) <i>if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Republic of India upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Republic of India, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Republic of India.]</i></p>
<p>45.1(a)</p>	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance Agency payment guarantee should be in the same currency(ies)]</i></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, generally 20%]</i> of 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 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 installment until the advance payment has been fully set off. (3) The advance bank payment guarantee shall be in the amount and in the currency or the currency(ies) of the advance payment. The bank guarantee shall be released when the advance payment has been fully set off.
<p>45.1(b) (time-based)</p>	<p><i>[Delete this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</i></p> <p>The Consultant shall submit to the Client itemized statements at time intervals of _____ <i>[e.g. “every quarter”, “every six months”, “every two weeks”, etc.].</i></p>
<p>45.1 (c) (lump-sum)</p>	<p>The payment schedule: <i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p>

	<p>1st payment: <i>[insert the amount of the installment, percentage of the total Contract price, and the currency]</i> 2nd payment: _____ : _____ Final payment: _____</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC 41. If the first payment is an advance payment and the cumulated amount of the other installments takes into account the advance payment (for instance, adds up to 80% of the Contract price while the advance payment amounted to 20% of the Contract price), then delete clause SCC 45.1(a) (2) above]</i></p>
<p>45.1(e)</p>	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
<p>46.1</p>	<p>The interest rate is: <i>[insert rate]</i>.</p>
<p>49.</p>	<p><i>[The Agency requires that contracts financed by it include choice of law and dispute settlement provisions. The Agency feels that international commercial arbitration as provided below has substantial advantages for both parties over other dispute settlement provisions, and it strongly recommends its Clients to use it]</i></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within 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>[name an appropriate international professional body, e.g., the 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 there from, 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

	<p>sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>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 this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the the Republic of India. For the purposes of this</p>

	<p>Clause, “home country” means any of:</p> <ul style="list-style-type: none">(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or(b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or(c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <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 ;(b) the English language shall be the official language for all purposes; and(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. 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 Republic of India; entitlement, if any, to leave pay; public holidays in the Republic of India that may affect Consultant’s work; etc.] Make sure that there is consistency with the Technical Proposal Form. In particular; one month equals twenty (22) working (billable) days. One working (billable) day shall be not less than eight(8) working(billable) hours

APPENDIX B–CONSULTANT’S TECHNICAL PROPOSAL INCLUDING METHODOLOGY AND KEY EXPERTS

[Insert the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

APPENDIX C – CONTRACT PRICE(S)

[Insert the tables with 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. The list of such changes shall be included in this Appendix C.

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]

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

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

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Republic of India									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENT GUARANTEE

[See Clause 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 the beneficiary, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [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] as Guarantor, hereby irrevocably undertake to pay the beneficiary any sum or sums not exceeding in total an amount of _____ [amount in figures] () [amount in words]¹ upon receipt by us of beneficiary's first demand in writing accompanied by a written statement stating that the Consultant is/are in breach of their obligation under the Contract because the Consultant have used the advance payment for purpose other than toward providing the services under the contract and have failed to repay the advance payment in accordance with the contract conditions

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 _____,

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____,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, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

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