Edited by C. Fletcher (Aug 10, 2011) – For submission to HOPs (July 28, 2011)

SYRIA RECOVERY TRUST FUND

STANDARD PROCUREMENT DOCUMENTS

**Standard Request for Proposals**

**Selection of Consultants**

**June 2014**

**Foreword**

1. This Standard Request for Proposals (“SRFP”) has been prepared for the Syria Recovery Trust Fund (“SRTF”) from the World Bank SRFP, which is based on the Master Procurement Document for Selection of Consultants (“Master Document”). The Master Document was prepared by participating Multilateral Development Banks (“MDBs”) and reflects what are considered “best practices”.
2. This SRFP follows the structure and the provisions of the World Bank SRFP and Master Document, except where specific considerations for SRTF have required a change.
3. The text shown in *Italics* is *“Notes to the Client/Implementing Entity*”. It provides guidance to the entity in preparing a specific RFP. “Notes to the Client/Implementing Entity” should be deleted from the final RFP issued to the shortlisted Consultants.
4. This SRFP uses Quality- and Cost-Based Selection (“QCBS”), as also described in the SRTF Procurement Manual.
5. The use of this SRFP is not required for the selection of individual consultants. For assignments costing less than EUR 100,000 equivalent relevant elements of this SRFP may be used and further simplified for the purpose of a particular assignment.
6. Before preparing a Request for Proposals (RFP) for a specific assignment, the user, i.e. the Implementing Entity must have chosen the appropriate contract form. The SRFP includes two standard forms of contract: one for time-based assignments and the other for lump-sum assignments. The prefaces to these two contracts indicate the circumstances in which their use is most appropriate.

**SUMMARY DESCRIPTION**

**STANDARD REQUEST FOR PROPOSALS**

**PART I – SELECTION PROCEDURES AND REQUIREMENTS**

**Section 1: Letter of Invitation (LOI)**

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

**Section 2: Instructions to Consultants and Data Sheet**

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

**Section 3: Technical Proposal – Standard Forms**

This Section includes the forms for FTP and STP that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

**Section 4: Financial Proposal – Standard Forms**

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

**Section 5: Eligible Countries**

This Section contains information regarding eligible countries and firms of a Country or goods manufactured in a Country, which may be excluded.

**Section 6: Terms of Reference (TORs)**

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

**PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Section 7: Standard Forms of Contract**

This Section includes two types of standard contract forms: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

**SELECTION OF CONSULTANTS**

**REQUEST FOR PROPOSALS**

**RFP No.: [insert reference number ]**

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

**Client/Implementing Entity: …………… [insert implementing entity]**

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

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

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

**Preface**

 This Request for Proposals (“RFP”) has been prepared by the Client/Implementing Entity and is based on the Standard Request for Proposals (“SRFP”) issued by SRTF.

 *[Notes to Client/Implementing Entity: In the case of assignments related to Information Communication Technology (“ITC”), users should contact SRTF Management Unit for further guidance. ]*

**TABLE OF CLAUSES**

[**PART I – SELECTION PROCEDURES AND REQUIREMENTS 1**](#_Toc300752841)

[**Section 1. Letter of Invitation** 1](#_Toc300752842)

[**Section 2. Instructions to Consultants and Data Sheet** 3](#_Toc300752843)

[**A. General Provisions** 3](#_Toc300752844)

[1. Definitions 3](#_Toc300752845)

[2. Introduction 5](#_Toc300752846)

[3. Conflict of Interest 5](#_Toc300752847)

[4. Unfair Competitive Advantage 6](#_Toc300752848)

[5. Corrupt and Fraudulent Practices 6](#_Toc300752849)

[6. Eligibility 8](#_Toc300752850)

[**B. Preparation of Proposals** 10](#_Toc300752851)

[7. General Considerations 10](#_Toc300752852)

[8. Cost of Preparation of Proposal 10](#_Toc300752853)

[9. Language 10](#_Toc300752854)

[10. Documents Comprising the Proposal 10](#_Toc300752855)

[11. Only One Proposal 10](#_Toc300752856)

[12. Proposal Validity 10](#_Toc300752857)

[13. Clarification and Amendment of RFP 11](#_Toc300752858)

[14. Preparation of Proposals – Specific Considerations 12](#_Toc300752859)

[15. Technical Proposal Format and Content 13](#_Toc300752860)

[16. Financial Proposal 13](#_Toc300752861)

[**C. Submission, Opening and Evaluation** 14](#_Toc300752862)

[17. Submission, Sealing, and Marking of Proposals 14](#_Toc300752863)

[18. Confidentiality 15](#_Toc300752864)

[19. Opening of Technical Proposals 15](#_Toc300752865)

[20. Proposals Evaluation 16](#_Toc300752866)

[21. Evaluation of Technical Proposals 16](#_Toc300752867)

[22. Financial Proposals for QBS 16](#_Toc300752868)

[23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) 16](#_Toc300752869)

[24. Correction of Errors 17](#_Toc300752870)

[25. Taxes 18](#_Toc300752871)

[26. Conversion to Single Currency 18](#_Toc300752872)

[27. Combined Quality and Cost Evaluation 18](#_Toc300752873)

[**D. Negotiations and Award** 19](#_Toc300752874)

[28. Negotiations 19](#_Toc300752875)

[29. Conclusion of Negotiations 20](#_Toc300752876)

[30. Award of Contract 20](#_Toc300752877)

[**E. Data Sheet** 21](#_Toc300752878)

[**Section 3. Technical Proposal – Standard Forms** 31](#_Toc300752879)

1. [Checklist of Required Forms 31](#_Toc300752880)
2. [Form TECH-1: Technical Proposal Submission Form 32](#_Toc300752881)
3. [Form TECH-2 (FTP): Consultant’s Organization and Experience 34](#_Toc300752882)
4. [Form TECH-3 (FTP): Comments and Suggestions on Terms of Reference, Counterpart Staff, and Facilities to be Provided by Client/Implementing Entity 36](#_Toc300752883)
5. [Form TECH-4 (FTP): Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference 37](#_Toc300752884)
6. [Form TECH-4 (STP): Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference 38](#_Toc300752885)
7. [Form TECH-5 (FTP/STP): Work Schedule and Planning for Deliverables 39](#_Toc300752886)
8. [Form TECH-6 (FTP/STP): Team Composition, Assignment, and Key Experts’ Time Input; and CV Form 40](#_Toc300752887)

[**Section 4. Financial Proposal - Standard Forms** 45](#_Toc300752888)

[**Section 5. Eligible Countries** 53](#_Toc300752889)

[**Section 6. Bank Policy – Corrupt and Fraudulent Practices** 55](#_Toc300752890)

[**Section 6. Terms of Reference** 57](#_Toc300752891)

[**PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS 63**](#_Toc300752892)

[**Section 7. Conditions of Contract and Contract Forms** 63](#_Toc300752893)

1. [Time-Based Form of Contract 65](#_Toc300752894)
2. [Lump-Sum Form of Contract 115](#_Toc300752895)

# PART I

# Section 1. Letter of Invitation

**RFP No.** …..; **Financing Agreement No**. …..

*[insert:* Location and Date*]*

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

Dear Mr. /Ms.:

1. The [Name of Client/Implementing Entity] (the Client/Implementing Entity) has been allocated grant funds (the “Grant”) from the Syria Recovery Trust Fund (“SRTF”) and executed by the Client/Implementing Entity. The Client/Implementing Entity intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued. Payments by SRTF will be made only at the request of theClient/Implementing Entity and upon approval by SRTF, and will be subject, in all respects, to the terms and conditions of thefinancing agreement. No party other than the Client/Implementing Entity shall derive any rights from the financing agreement or have any claims to the proceeds of the grant*.*
2. The Client/Implementing Entity *[insert instead exceptionally if applicable:* SRTF on behalf of and in the name of the Client/Implementing Entity*]*now invites proposals to provide the following consulting services (hereinafter called “Services”): *[insert:* name of consulting services assignment*]*. More details on the Services are provided in the Terms of Reference (Section 6).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

*[Insert the list of shortlisted Consultants. If a Consultant is a Joint Venture (JV), the full name of the JV, as in the Expression of Interest, shall be used. In addition, list all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named.]*

1. It is not permissible to transfer this invitation to any other firm.
2. A firm will be selected under the Quality and Cost Based Selection proceduresand in a *[insert proposal format:* Full Technical Proposal (FTP) *or* Simplified Technical Proposal (STP)]format as described in this RFP, in accordance with the policies and procedures of the SRTF which can be found at the following website: www.srtfund.org

1. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (*[select:* FTP *or* STP]) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 - Terms of Reference

Section 7 - Standard Forms of Contract (*[select:* Time-Based *or* Lump-Sum*]*)

1. Please inform us by *[insert date],* in writing at *[insert address]*, by fax *[insert fax number]*, or by E-mail *[insert e-mail address]*:

(a) that you have received the Letter of Invitation; and

(b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

1. Details on the proposal’s submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

*[Insert: Signature, name, and title of Client/Implementing Entity’s authorized representative]*

# Section 2. Instructions to Consultants and Data Sheet

*[“Notes to the Client/Implementing Entity”: this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to SRTFto address specific 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/Implementing Entity” should be deleted from the final RFP issued to the shortlisted Consultants].*

# A. General Provisions

|  |  |
| --- | --- |
| Definitions | 1. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
2. “Applicable Guidelines” means the policies of SRTF governing the selection and Contract award process as set forth in this RFP.
3. “Applicable Law” means the laws and any other instruments having the force of law in the Client/Implementing Entity’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
4. “Client” means the implementing entitythat signs the Contract for the Services with the selected Consultant or, in exceptional cases, on whose behalf SRTF signs the Contract..
5. “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client/Implementing Entity under the Contract.
6. “Contract” means a legally binding written agreement signed between the Client/Implementing Entity 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).
7. “Data Sheet” means an integral part of the
8. “Day” means a calendar day.
9. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
10. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client/Implementing Entity for the performance of the Contract.
11. “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.
12. “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provide~~s~~ the shortlisted Consultants with all information needed to prepare their Proposals.
13. “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client/Implementing Entity to the shortlisted Consultants.
14. “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.
15. “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
16. “RFP” means the Request for Proposals to be prepared by the Client/Implementing Entity for the selection of Consultants, based on the SRFP.
17. “SRFP” means the Standard Request for Proposals, which must be used by the Client/Implementing Entity as the basis for the preparation of the RFP.
18. “Services” means the work to be performed by the Consultant pursuant to the Contract.
19. “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client/Implementing Entity during the performance of the Contract.
20. “TORs” (Section 6 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/Implementing Entity and the Consultant, and expected results and deliverables of the assignment.
 |
| Introduction | * 1. The Client/Implementing Entity 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. The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposalfor 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.
	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.
	4. The Client/Implementing Entity 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**.
 |
| Conflict of Interest  | * 1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client/Implementing Entity’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
	2. The Consultant has an obligation to disclose to the Client/Implementing Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client/Implementing Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.
		1. Without limitation on the generality of the foregoing, 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/Implementing Entity 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/Implementing Entity. |
| **c. Conflicting relationships** | (iii) Relationship with the Client/Implementing Entity’s staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client/Implementing Entity, or of implementing agency, or of a recipient of a part of the Bank’s financing) who are directly or indirectly involved in any part of (i) the preparation of the 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 Bank throughout the selection process and the execution of the Contract. |
| Unfair Competitive Advantage | * 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/Implementing Entity 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.
 |
| Corrupt and Fraudulent Practices | 5.1 It is SRTF’s policy to require that Recipients and Clients/Implementing Entities, as well as bidders, consultants, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under SRTF-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.[[1]](#footnote-1) In pursuance of this policy, SRTF:(a) defines, for the purposes of this provision, the terms set forth below as follows:(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[[2]](#footnote-2);(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation[[3]](#footnote-3);(iii) “collusive practice” is an arrangement between two or more parties[[4]](#footnote-4) designed to achieve an improper purpose, including to influence improperly the actions of another party;(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[[5]](#footnote-5);(v) “obstructive practice” is(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a SRTF investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or(bb) acts intended to materially impede the exercise of SRTF’s inspection and audit rights provided for under sub-clause 3.1 (e) below.(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;(c) will cancel the portion of the financial support allocated to a contract if it determines at any time that representatives of the Recipient of the financial support engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Recipient or Client/Implementing Entity having taken timely and appropriate action satisfactory to SRTF to address such practices when they occur. . 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit SRTF to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by SRTF. |
| Eligibility | * 1. SRTF permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

* 1. 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.
	2. Consultants may submit a proposal as bidder, if none of the following reasons for exclusion apply: (i) Participation of a bidder (or any of its personnel) is ruled out by sanctions issued by the UN Security Council, the EU, the US or any other Entity supporting the SRTF[[6]](#footnote-6). The list of Entities supporting the SRTF is included in Section V, Eligible countries; or (ii) the bidder is or was involved as a consultant in the preparation or implementation of the Project. The same applies to an enterprise or an individual that is closely connected to the bidder under a company group or a similar business link , or to several enterprises or individuals associated correspondingly; or (iii) the bidder is legally barred from the procurement process in its own or any Donor country or the country of the contracting agency on the grounds of previous violations of regulation on fraud and corruption; if the bidder is legally barred from the procurement process in Syria, the exclusion shall only be considered, if it is officially recognized by the National Coalition; or(iv) the bidder or sub-contractors to be contracted for considerable portions of the contract are enterprises economically intertwined with the contracting agency (Implementing Entity) in the host country and/or state controlled enterprises that are not legally or financially independent.
	3. A Bidder and its sub-contractors may not be engaged in financing terrorism, including providing financing or support to any persons who are designated by the U.S. Department of Treasury as “Specially Designated Nationals” or subject to sanctions by the EU.
	4. A Bidder shall not be under suspension from bidding by the SRTF or the Client/Implementing Entity.
	5. Government officials and civil servants of the Client’s/Implementing Entity’s country are not eligible to be included as Experts in the Consultant’s Proposal unless they(i) are not being hired by the same agency they are re working for ; and (ii) their hiring would not create a conflict of interest.
	6. In the implementation of the project a Bidder must adhere to minimum social standards ("Core Labour Standards") ratified by Syria.
	7. A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
 |
|  |  |
|  |  |
|  |  |
|  |  |
| B. Preparation of Proposals |
| General Considerations | * 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.
 |
| Cost of Preparation of Proposal | * 1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client/Implementing Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client/Implementing Entity 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.
 |
| Language  | * 1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client/Implementing Entity, shall be written in the language(s) specified in the **Data Sheet**.
 |
| Documents Comprising the Proposal | * 1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
	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).
 |
| Only One Proposal | * 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**.
 |
| Proposal Validity | * 1. **The Data Sheet** indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.
	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.
	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, and may be subject to sanctions in accordance with Clause 5 of this ITC.
 |
| **a. Extension of Validity Period** | * 1. The Client/Implementing Entity will make its best effort to complete the negotiations within the proposal’s validity period. However, should the need arise, the Client/Implementing Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.
	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.
	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**  | * 1. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client/Implementing Entity 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.
	2. If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client/Implementing Entity, such Proposal will be rejected with the prior Bank’s no objection.
 |
| **c. Sub-Contracting** | * 1. The Consultant shall not subcontract the whole of the Services.
 |
| Clarification and Amendment of RFP  | * 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/Implementing Entity’s address indicated in the **Data Sheet**. The Client/Implementing Entity 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/Implementing Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
		1. At any time before the proposal submission deadline, the Client/Implementing Entity 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.
		2. If the amendment is substantial, the Client/Implementing Entity may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
	2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
 |
| Preparation of Proposals – Specific Considerations | * 1. While preparing the Proposal, the Consultant must give particular attention to the following:
		1. If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a 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**. In all such cases a shortlisted Consultant must obtain the written approval of the Client/Implementing Entity prior to the submission of the Proposal. 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.
		2. The Client/Implementing Entity may indicate in the **Data Sheet** the estimated Key Experts’ time input (expressed in person-month) or the Client/Implementing Entity’s estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.
		3. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.
 |
| Technical Proposal Format and Content | * 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.* 1. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.
 |
| Financial Proposal | * 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**  | * 1. A price adjustment provision for long term assignments for foreign and/or local inflation for remuneration rates does not apply, unless otherwise stated in the **Data Sheet**
 |
| **b. Taxes** | * 1. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract.
 |
| **c. Currency of Proposal**  | * 1. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**.
 |
| **d. Currency of Payment** | * 1. 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 |
| Submission, Sealing, and Marking of Proposals | * 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.
	2. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial 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.
		1. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.
	3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
	4. The signed 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.
	5. The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**Technical Proposal**”, “[Name of the Assignment]“, reference number, name and address of the Consultant, and with a warning “**Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]**.”
	6. Similarly, the original Financial Proposal (if required for the applicable selection method) 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**.”
	7. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**Do Not Open Before** [insert the time and date of the submission deadline indicated in the Data Sheet]”.
	8. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client/Implementing Entity will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
	9. The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client/Implementing Entity 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/Implementing Entity after the deadline shall be declared late and rejected, and promptly returned unopened.
 |
| Confidentiality | * 1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client/Implementing Entity 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.
	2. Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client/Implementing Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures.
	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/Implementing Entity or the Bank on any matter related to the selection process, it should do so only in writing.
 |
| Opening of Technical Proposals | * 1. The Client/Implementing Entity’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.
	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 the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
 |
| Proposals Evaluation | * 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 and SRTF issues its “no objection”, if applicable.
	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/Implementing Entity will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
 |
| Evaluation of Technical Proposals | * 1. The Client/Implementing Entity’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**.
 |
| Public Opening of Financial Proposals (for QCBS method) | * 1. After the technical evaluation is completed and SRTF has issued its no objection (if applicable), the Client/Implementing Entity 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, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client/Implementing Entity 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.
	2. The Financial Proposals shall be opened by the Client/Implementing Entity’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, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.
 |
| Correction of Errors | 23.1 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** | 23.1.1 If a Time-Based contract form is included in the RFP, the Client/Implementing Entity’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/Implementing Entity’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** | 23.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, , specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. |
| Taxes | 24.1 The Client/Implementing Entity’s evaluation of the Consultant’s Financial Proposal shall include taxes and duties (if any) in the Client/Implementing Entity’s country in accordance with the instructions in the **Data Sheet**. |
| Conversion to Single Currency | * 1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
 |
| Combined Quality and Cost Evaluation |  |
| **Quality- and Cost-Based Selection (QCBS)** | * 1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
 |
|  |  |
|  |  |
| D. Negotiations and Award |
| Negotiations | * 1. The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
	2. The Client/Implementing Entity shall prepare minutes of negotiations that are signed by the Client/Implementing Entity and the Consultant’s authorized representative.
 |
| **a. Availability of Key Experts** | * 1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client/Implementing Entity proceeding to negotiate the Contract with the next-ranked Consultant.
	2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
 |
| **b. Technical negotiations** | * 1. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client/Implementing Entity’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** | * 1. 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.
	2. 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/Implementing Entity may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with SRTF.

  |
| Conclusion of Negotiations | * 1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client/Implementing Entity and the Consultant’s authorized representative.
	2. If the negotiations fail, the Client/Implementing Entity 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/Implementing Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank’s no objection, the Client/Implementing Entity will invite the next-ranked Consultant to negotiate a Contract (with the same conditions refused by the other consultant). Once the Client/Implementing Entity commences negotiations with the next-ranked Consultant, the Client/Implementing Entity shall not reopen the earlier negotiations.
 |
| Award of Contract | * 1. After completing the negotiations the Client/Implementing Entity shall obtain SRTF’s no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.
	2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
 |

Instructions to Consultants

# E.  Data Sheet

*[“Notes to Client/Implementing Entity” 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)**  | Germany with place of performance Gaziantep |
| **2.1** | **Name of the Client/Implementing Entity:**   **Method of selection**: as per SRTF Procurement Guidelines, Operations Manual and Procurement Manual available on www.srtfund.org |
| **2.2** | **The name of the assignment is**:  |
| **2.3** | **A pre-proposal conference will be held**: Yes or No *[If “Yes”, fill in the following:]*Date of pre-proposal conference:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address: Telephone: Facsimile: E-mail: Contact person/conference coordinator:*[insert name and title]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **2.4** | **The Client/Implementing Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: *[list or state “N/A” if none]*   |
| **4.1** | *[If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]* |
| **B. Preparation of Proposals** |
| **9.1** | **This RFP has been issued in the Englishlanguage.** *[If the shortlist comprises national firms only, Arabic can exceptionally be used subject to prior agreement with SRTF]**[If the RFP is issued in two languages as agreed with SRTF, add the following text:*In addition, the RFP is translated into the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*insert national or nation-wide used]* language*.*  Consultant has a choice of submitting the Proposal in any of the languages stated above. In case of winning, the Contract will be signed in the language of the Proposal which shall be the governing language of the Contract.] *[If RFP is issued in one language only use the following text:* **Proposals shall be submitted in the English** *[replace by Arabic, if Arabic is stated in first line above]***language.****All correspondence exchange shall be in the English** *[replace by Arabic, if Arabic is stated in first line above]***language.**   |
| **10.1** | **The Proposal shall comprise the following**: **For FULL TECHNICAL PROPOSAL (FTP):** **1st Inner Envelope with the Technical Proposal:*** + - * 1. Power of Attorney to sign the Proposal
				2. TECH-1
				3. TECH-2
				4. TECH-3
				5. TECH-4
				6. TECH-5
				7. TECH-6

OR**For SIMPLIFIED TECHNICAL PROPOSAL (STP):** **1st Inner Envelope with the Technical Proposal:**1. Power of Attorney to sign the Proposal
2. TECH-1
3. TECH-4
4. TECH-5
5. TECH-6

AND**2d Inner Envelope with the Financial Proposal (if applicable):**1. (1) FIN-1

(2) FIN-21. (3) FIN-3

(4) FIN-4  |
| **11.1** | **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible**Yes \_\_\_\_\_\_\_\_\_ or No\_\_\_\_\_\_\_\_ *[Note: generally “no” recommended; however in cases of very limited availability “yes” may be considered]* |
| **12.1** | **Proposals must remain valid** **for** *[insert a number: normally between 30 and 90 days]* calendar days after the proposal submission deadline (i.e., until: *[insert the date]).* |
| **13.1** | **Clarifications may be requested no later than** *[insert number]* **days prior to the submission deadline.**The contact information for requesting clarifications is:  Facx: E-mail:  |
| **14.1.1**  | **Shortlisted Consultants may associate with** **(a) non-shortlisted consultant(s):** Yes \_\_\_\_\_\_\_\_ or No \_\_\_\_\_\_*[Note: generally “yes” recommended]***Or** **(b) other shortlisted Consultants:** Yes \_\_\_\_\_\_\_\_ or No \_\_\_\_\_\_*[Note: “no” recommended unless there are exceptionally strong justifications for “yes”]*  |
| **14.1.2**  | *[If not used, state “Not applicable”. If used, insert the following:* **Estimated input of Key Experts’ time-input: \_\_\_\_\_\_\_\_\_\_person-months.** *[OR]***Estimated total cost of the assignment:\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **14.1.3**for time-based contracts only | *[If not used, state “Not applicable”. If used, insert the following:* **The Consultant’s Proposal must include the minimum Key Experts’ time-input of \_\_\_\_\_\_\_\_\_\_person-months.****For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:****The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted**. *]* |
| **15.2** | The format of the Technical Proposal to be submitted is: FTP \_\_\_\_\_\_\_\_ or STP \_\_\_\_\_\_\_\_\_\_ *[check the applicable format]* Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| **16.1** | *[A sample list for reimbursable expenses is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the Client/Implementing Entity wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms:**(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;**(2) cost of travel by the most appropriate means of transport and the most direct practicable route;**(3) cost of office accommodation, including overheads and back-stop support;**(4) communications costs;**(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;**(6) cost of reports production (including printing) and delivering to the Client/Implementing Entity;**(7) other allowances where applicable and provisional or fixed sums (if any)]* *(8) [insert relevant type of expenses, if/as applicable]*  |
| **16.2** | *[In exceptional cases with a contract duration of at least 2 years a price adjustment may be agreed – consult SRTF Management Unit.]* |
| **16.4** | **The Financial Proposal shall be stated in the following currencies:**Consultant may express the price for their Services in EUR or any other fully convertible currency, singly or in combination of up to three foreign currencies. |
| **C. Submission, Opening and Evaluation** |
| **17.1** | **The Consultants *[insert “*shall*” or “*shall not*”]* have the option of submitting their Proposals electronically.**  \_\_\_\_\_\_*[Note: for the time being “shall not” is recommended]**[If “Yes”, insert:* ***The electronic submission procedures shall be:*** *[describe the submission procedure.]* |
| **17.4** | **The Consultant must submit:**(a) **Technical Proposal:** one (1) original and \_\_\_\_\_ *[insert number]* copies;(b) **Financial Proposal:** one (1) original.  |
| **17.7 and 17.9** | **The Proposals must be submitted no later than:****Date:** \_\_\_\_day/month/year *[for example, 15 January 2011]***Time:** \_\_\_\_*[insert time in 24h format, for example, “16:00 local time”]*  *[If appropriate, add translation of the warning marking [“Do not open....”] in the national language to the outer sealed envelope]***The Proposal submission address is:**    |
| **19.1** | **An online option of the opening of the Technical Proposals is offered:** Yes \_\_\_\_or No\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[Note: “no” recommended unless there are strong justifications for “yes”]* *[If yes, insert “****The online opening procedure shall be: [****describe the procedure for online opening of Technical Proposals.]***The opening shall take place at:***[Insert: “*same as the Proposal submission address*” OR insert and fill in the following:*Street Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Floor, room number\_\_\_\_\_\_\_\_\_\_\_City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Country:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Date**: same as the submission deadline indicated in 17.7.**Time:** *[insert time in 24h format, for example – “16:00 local time]**[The time should be immediately after the time for the submission deadline stated in 17.7]* |
| **19.2** | **In addition, the following information will be read aloud at the opening of the Technical Proposals** \_\_\_\_\_\_\_\_ *[insert “N/A” or state what additional information will be read out and recorded in the opening minutes]* |
| **21.1**(for FTP) | Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:Points(i) **Specific experience of the Consultant (as a firm) relevant to the Assignment:** *[0 - 10]*(ii) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):** *[20 - 50]*\_*[Note: In case of fee based project the relative importance of the proposal is lower. On the contrary in case of lump sum project the proposal should be scored more. This is due to the “volatility” of the experts to be used.]**{Notes to Consultant: the Client/Implementing Entity 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}*  (iii) **Key Experts’ qualifications and competence for the Assignment:***{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}**a) Position K-1: [Team Leader] [Insert points]**b) Position K-2: [Insert position title] [Insert points]**c) Position K-3:[Insert position title] [Insert points]***Total points for criterion (iii):** *[30 - 60]*The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:1) General qualifications (general education, training, and experience):  *[insert weight between 10 and 20 %]*2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments ) *: [insert weight between 60 and 80%]*3) *[If relevant to the task, add the 3d sub-criterion:* Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):  *[insert weight between 0 and 10 %]*Total weight: 100%(iv) **Transfer of knowledge (training) program** (relevance of approach and methodology):  *[normally, not to exceed 10 points]*Total points for criterion (iv): *[0 – 10]*(v) **Participation by nationals among proposed Key Experts** *[0 – 10]**[not to exceed 10 points] [Sub-criteria shall not be provided. Calculated as a ratio of the national Key Experts’ time-input (in person-months) to the total number of Key Experts’ time-input (in person-months) in the Consultant’s Technical Proposal]***Total points for the five criteria*:* 100** **The minimum technical score (St) required to pass is***: [insert number]* *[The indicative range is 70 to 85 on a scale of 1 to 100]* |
| **21.1**[for STP] | Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are:Points**(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference:** Total points for criterion (i): *[20 - 40]*\_*[Note: In case of fee based project the relative importance of the proposal is lower. On the contrary in case of lump sum project the proposal should be scored more. This is due to the “volatility” of the experts to be used.]***(ii) Key Experts’ qualifications and competence for the Assignment:***{Notes to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant}**a) Position K-1: [Team Leader] [Insert points]**b) Position K-2: [Insert position title] [Insert points]**c) Position K-3:[Insert position title] [Insert points]*Total points for criterion (ii): *[ 60-80]***Total points for the two criteria: 100****The minimum technical score (St) required to pass is:** *[insert number]**[The indicative range is 70 to 85 on a scale of 1 to 100]* |
| **22.1** | **An online option of the opening of the Financial Proposals is offered:** Yes \_\_\_\_or No\_\_\_\_\_\_\_\_*[Note: “no” recommended unless there are strong justifications for “yes”]*. *[If yes, insert “***The online opening procedure shall be:** *[describe the procedure for online opening of Financial Proposals.]* |
| **24.1**  | The Client/Implementing Entity will evaluate the proposals – as required for submission -including all taxes, related the Consultant and remuneration of services rendered by non-resident experts in the Client/Implementing Entity’s country, if any.  |
| **25.1** | **The single currency for the conversion of all prices expressed in various currencies into a single one is**: EUR **The official source of the selling (exchange) rate is**: the European Central Bank**The date of the exchange rate is:** *two weeks**prior to the deadline for submission of proposals*  |
| **26.1** **(QCBS only)** | **The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.****The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:**Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.*[or replace with another inversely proportional formula acceptable to the Bank]***The weights given to the Technical (T) and Financial (P) Proposals are**:**T** = [*Insert weight*], and**P** = \_\_\_\_\_\_\_[*Insert weight*]Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%. |
|  | **D. Negotiations and Award** |
| **27.1** | **Expected date and address for contract negotiations:** **Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day/month/year *[for example, 15 January 2011]***Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| **29.1** | **The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: www.srtfund.org**The publication will be done within *[insert number. recommended 15]* **days after the contract signing.** |
| **29.2** | **Expected date for the commencement of the Services:****Date**:\_\_\_\_\_\_\_*[insert month and year]* **at**: *[insert location]* |

# Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

###### Checklist of Required Forms

|  |  |  |  |
| --- | --- | --- | --- |
| Required for FTP or STP (√) | FORM | DESCRIPTION | *Page Limit* |
| FTP | STP |  |  |  |
| √ | √ | TECH-1 | Technical Proposal Submission Form.  |  |
| “√ “ If applicable | TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.  |  |
| “√” If applicable | Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members |  |
| √ |  | TECH-2 | Consultant’s Organization and Experience.  |  |
| √ |  | TECH-2A | A. Consultant’s Organization |  |
| √ |  | TECH-2B | B. Consultant’s Experience |  |
| √ |  | TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client/Implementing Entity. |  |
| √ |  | TECH-3A | A. On the Terms of Reference |  |
| √ |  | TECH-3B | B. On the Counterpart Staff and Facilities |  |
| √ | √ | TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment |  |
| √ | √ | TECH-5 | Work Schedule and Planning for Deliverables |  |
| √ | √ | TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)  |  |

**All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.**

###### Form TECH-1

**Technical Proposal Submission Form**

{Location, Date}

To: *[Name and address of Client/Implementing Entity]*

Dear Sirs:

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

 {If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal in 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/Implementing Entity/SRTF.

(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) We meet the eligibility requirements as stated in ITC 6, and we confirm that none of the other reasons for exclusion in accordance with ITC Sub-Clauses 6.3, 6.4, 6.5,6.6 and 6.7 apply to our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract.

(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 27.4 may lead to the termination of Contract negotiations.

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

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/Implementing Entity is not bound to accept any Proposal that the Client/Implementing Entity receives.

 We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

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

In the capacity of:

Address:

Contact information (phone and e-mail):

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

Form TECH-2 **(for Full Technical Proposal Only)**

**Consultant’s Organization and Experience**

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

**A - Consultant’s Organization**

1. 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.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

**B - Consultant’s Experience**

1. List only previous similar assignments successfully completed in the last *[state specific number; recommended 3, 4 or 5]* years.

2. List only those assignments for which the Consultant was legally contracted by the Client/Implementing Entity 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/Implementing Entity.

|  |  |  |
| --- | --- | --- |
| **Ref no (maximum 15)** | **Project title** |  |
| **Name of legal entity** | **Country** | **Overall contract value (EUR)[[7]](#endnote-1)** | **Proportion carried out by legal entity (%)** | **No of staff provided** | **Name of client** | **Origin of funding** | **Dates (start/end)[[8]](#endnote-2)** | **Name of joint venture members, if any** |
| … | … | … | … | … | … | … | … | … |
| **Description of project** | **Type and scope of services provided** |
| … | … |

Form TECH-3 **(for Full Technical Proposal)**

**Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Client/Implementing Entity**

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

**A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

{comments on counterpart staff and facilities to be provided by the Client/Implementing Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form TECH-4 **(for Full Technical Proposal Only)**

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

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

{Suggested structure of your Technical Proposal (in FTP format):

1. Technical Approach and Methodology
2. Work Plan
3. Organization and Staffing}

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. 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/Implementing Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***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.}

Form TECH-4 **(for Simplified Technical Proposal Only)**

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

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

{Suggested structure of your Technical Proposal}

*a)* ***Technical Approach, Methodology, and Organization of the Consultant’s team****.* {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

*b)* ***Work Plan and Staffing***. {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/Implementing Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

*c)* ***Comments (on the TOR and on counterpart staff and facilities)***

 {Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client/Implementing Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

Form TECH-5 **(for FTP and STP)**

**Work Schedule and planning for deliverables**

|  |  |  |
| --- | --- | --- |
| **N°** | **Deliverables** 1 **(D-..)** | **Months** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **.....** | **n** | **TOTAL** |
| **D-1** | {e.g., Deliverable #1: Report A |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1) data collection  |   |  |  |  |  |  |  |  |  |  |  |  |
|  | 2) drafting |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 3) inception report  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 4) incorporating comments |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 5) ......................................... |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 6) delivery of final report to Client/Implementing Entity} |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D-2** | {e.g., Deliverable #2:...............} |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **n** |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client/Implementing Entity’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-6 **(for FTP and STP)**

**Team Composition, Assignment, and Key Experts’ inputs**

|  |  |  |  |
| --- | --- | --- | --- |
| **N°** | **Name** | **Expert’s input (in person/month) per each Deliverable (listed in TECH-5)** | **Total time-input** **(in Months)** |
| **Position** |  | **D-1** |  | **D-2** |  | **D-3** | **........** |  | **D-...** |  |  |  | **Home** | **Field** | **Total** |
| **KEY EXPERTS** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 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 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** |  |  |  |
| **NON-KEY EXPERTS** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [*Field*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **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 Client/Implementing Entity’s country or any other country outside the expert’s country of residence.

 Full time input

 Part time input

**Form TECH-6**

**(Continued)**

**CURRICULUM VITAE (CV)**

**Proposed role in the project:**

Family name:

First names:

Date of birth:

Nationality:

Civil status:

Education:

|  |  |
| --- | --- |
| Institution(Date from - Date to) | Degree(s) or Diploma(s) obtained: |
|  |  |
|  |  |

**Language skills:** Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)

|  |  |  |  |
| --- | --- | --- | --- |
| Language | Reading | Speaking | Writing |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Membership of professional bodies:

**Other skills:** (e.g. Computer literacy, etc.)

Present position:

Years within the firm:

**Key qualifications:** (Relevant to the project)

Specific experience in the region:

|  |  |
| --- | --- |
| Country | Date from - Date to |
|  |  |
|  |  |
|  |  |

Professional experience

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Date from - Date to** | **Location** | **Company& reference person**[[9]](#footnote-7) **(name & contact details)** | **Position** | **Description** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Other relevant information (e.g., Publications)

**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/Implementing Entity.

 {day/month/year}

Name of Expert Signature Date

 {day/month/year}

Name of authorized Signature Date

Representative of the Consultant

(the same who signs the Proposal)

Client/Implementing Entity

# Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

**Form FIN-1**

**Financial Proposal Submission Form**

{Location, Date}

To: [Name and address of Client/Implementing Entity]

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}, including all indirect local taxes in accordance with Clause 24.1 in the Data Sheet. {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 Amount and Purpose of Commission

 of Agents Currency 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**{Consultant must state the proposed Costs in accordance with Clause **16.4 of the Data Sheet**; delete columns which are not used} |
|  |  |  |
| {*Insert Foreign Currency # 1*} | {*Insert Foreign Currency # 2, if used*} | {*Insert Foreign Currency # 3, if used*} |
| **Cost of the Financial Proposal**  |  |  |  |
| Including: |  |  |  |
| (1) **Remuneration**  |  |  |  |
| (2)**Reimbursables** |  |  |  |
| **Total Cost of the Financial Proposal:**{Should match the amount in Form FIN-1} |  |  |  |

**Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).** Form FIN-3 Breakdown of Remuneration

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/Implementing Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts

|  |
| --- |
| **A. Remuneration**  |
| **No.** | **Name** | **Position (as in TECH-6)** | **Person-month Remuneration Rate** | **Time Input in Person/Month**(from TECH-6) | {*Currency # 1- as in FIN-2*} | {*Currency # 2- as in FIN-2}* | *{Currency# 3- as in FIN-2*} |
|  | **Key Experts** |  |  |  |  |  |  |
| K-1 |  |  | [*Home*] |  |  |  |  |
|  | [*Field*] |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | **Non-Key Experts**  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |
| N-2 | [*Field*] |  |
|  |  |  |  |  |  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |  | Total Costs |  |  |  |

Client/Implementing EntityClient/Implementing Entity

**Form FIN-4 Breakdown of Reimbursable Expenses**

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

|  |
| --- |
| **B. Reimbursable Expenses**  |
| **N°** | **Type of Reimbursable Expenses** | **Unit** | **Unit Cost** | **Quantity** | {Currency # 1- as in FIN-2} | {Currency # 2- as in FIN-2} | {Currency# 3- as in FIN-2} |
|  | {e.g., Per diem allowances\*\*} | {Day} |  |  |  |  |  |
|  | {e.g., International flights} | {Ticket} |  |  |  |  |  |
|  | {e.g., In/out airport transportation}  | {Trip} |  |  |  |  |  |
|  | {e.g., Communication costs between Insert place and Insert place} |  |  |  |  |  |  |
|  | { e.g., reproduction of reports} |  |  |  |  |  |  |
|  | {e.g., Office rent} |  |  |  |  |  |  |
|  | .................................... |  |  |  |  |  |  |
|  | {Training of the Client/Implementing Entity’s personnel – if required in TOR} |  |  |  |  |  |  |
|  Total Costs |  |  |  |

Legend*:*

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

# Section 5. Eligible Countries

**Eligibility for the Provision of Goods, Works and Services in SRTF-Financed Procurement**

1. In accordance with applicable SRTF Procurement Guidelines SRTF permits firms and individuals from all countries to offer goods, works and services for SRTF-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

(i) participation of a bidder (or any of its personnel) is ruled out by sanctions issued by the UN Security Council, the EU, the US or any other Donor government; or

(ii) any import of goods from that Country or any payments to persons or entities in that Country is ruled out by sanctions issued by the UN Security Council, the EU, the US or any other Donor government; or

(iii) the bidder is legally barred from the procurement process in its own or any Donor country or the country of the contracting agency on the grounds of previous violations of regulation on fraud and corruption; if the bidder is legally barred from the procurement process in Syria, the exclusion shall only be considered, if it is officially recognized by the National Coalition

2. For the information of bidders with reference to 1 (i) and (ii) above, at the present time SRTF Donors are the following ones:

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

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

#

# Section 6. Terms of Reference

***[Sample outline:***

**Title of the project:**

**<insert title>**

**RFP No.: <insert >**

**Location: <insert location, country>**

1. BACKGROUND

|  |
| --- |
| Please note: Most of the information you need for this part of the ToR is already included in the grant application, however it is necessary to improve the language. The ToR is addressed to potential service providers that are not very interested in the general aspects of the grant project, but are very interested in the activities they will have to carry out within their project. It is therefore very important to explain briefly the project for which you require services. Indicate the problems that you expect to resolve through this service contract. Include any information that may be relevant for the contractor. For instance: In case of supervision services, include a clear description of the construction to be supervised;In case of project design, include a clear description of the infrastructure to be designed;In case of a feasibility study, include a clear description of the alternatives to be considered;In case of a market study, include a description of the type of data and population you are interested in. |

1. DESCRIPTION OF THE ASSIGNMENT

	1. Beneficiary: <insert the name of the grant beneficiary/implementing Entity. It means that you have to insert the name of the organisation that is in charge of the Bid procedure, usually the grant beneficiary>
	2. Objectives
		1. Overall Objective: <insert the specific objective included in the grant application (Concept note, summary of the action). In case of more than one specific objective, select the most pertinent one>
		2. Specific Objective: <insert the objective you want to achieve by implementing this specific service contract>

|  |
| --- |
| Examples of specific objectives for service contracts: In case the result to be obtained is “A technical design is ready”, the Specific Objective will be “The implementation of this service contract will make possible the preparation of a Bid dossier for worksIn case the result to be obtained is “A Bid dossier for works is ready”, the Specific Objective will be “The implementation of this service contract will make possible the launch of a Bid for works”In case the result to be obtained is “The supervision of a works contract is implemented”, the Specific Objective will be “The implementation of this service contract will make possible the regular implementation of a works contract”In case the result to be obtained is “A feasibility study or a CBA is carried out”, the Specific Objective will be “The implementation of this service contract will help the decision makers to take a decision based on concrete data/information” |

* 1. The expected results are as follows:

|  |
| --- |
| Please note: Already in the part related to the specific objective(s) of the service contracts there is a reference to possible results. Grant beneficiaries are encouraged to refer to the results to be achieved more in terms of concrete outputs instead of intangible achievements. Grant beneficiaries are requested to make an effort to list in this section of the ToR all the concrete outputs that the implementation of the activities will have to produce. Please be aware that in the contract you will have to link the payments to the concrete achievement of each of these results.Examples of result for service contracts: “A technical design is ready”“Bidding Documentation for a work contract s is ready”“A Bid evaluation has been completed and a contract can be awarded”“A feasibility study or a CBA providing certain information is ready”“A construction has been completed and all the claims have been addressed professionally”“A market analysis has been completed” |

* 1. The requested services are as follows:

|  |
| --- |
| Please note: The requested services are the activities to be implemented by the service provider. Also in this case, it is necessary to be quite analytical in the description of the services to be provided. Include training in the requested services, if applicable. Indicate if any downstream work is required. At the end of the list of the services to be provided, it is necessary to insert the following sentence: “The Service provider is requested to perform any activity that is necessary in order to deliver the above mentioned results and to achieve the specific objective of the service contract”.Examples of services to be provided: “Elaboration of the technical design of a two kilometres long promenade in Kolasin”“Elaboration of the Bidding Documentation for the rehabilitation of the road Aleppo - Damascus according to ICB Works”“Participation to a Bid evaluation for works related to the realisation of a two kilometres long promenade in Aleppo”“Elaboration of a feasibility study or a CBA providing certain information is ready”If the Services consist of or include the supervision of civil works, the following action that require prior approval by the Client/Implementing Entity shall be added: “Taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, as per the civil works contract, the written approval of the Client/Implementing Entity as “Employer” is required.” |

1. TEAM COMPOSITION AND EXPERTS PROFILE

Team composition: The team shall be composed of at least the following experts:

|  |
| --- |
| List the experts. Please name the key experts as follows: Key expert 1 (Team leader), Key expert 2 and so on.  |

 Profile of experts:

|  |
| --- |
| Please note: it should be filled in per each Key expert required. Please name the key experts as follows: Key expert 1 (Team leader), Key expert 2 and so on.  |

Key expert <insert number, in case the number is 1, please insert (Team Leader)>

He/she shall have

* <insert requested degree>

|  |
| --- |
| Example: a degree in engineering, or a degree in mechanical engineering, or a degree in economics, or a degree in technical disciplines and so on.Please note: the selection of the degree is based on the need of the project. In some cases you need a specific degree, but very often you can be a bit more generic in your request.  |

* <insert a licence, if necessary>

|  |
| --- |
| Example: a licence in hydraulic engineering, or a licence in mechanical engineering, or a licence in accounting and audit, or a licence in any engineering discipline and so on.Please note: the inclusion of licence is required only in case the legislation requires that certain activities can be carried out exclusively by licensed professional.  |

* at least<insert years of experience> years of experience after the completion of the University degree

|  |
| --- |
| Please note: Junior expert need at least 5 years of experience and senior expert at least 10 years of experience. If you need very experienced people you can ask also for 15 or 20 years of experience.Example: at least 10 years of experience after the completion of the University degree |

* <insert years of experience> in the sector <insert sector>

|  |
| --- |
| Please note: for some position, it is not necessary only a certain number of years of generic experience, it is necessary a certain number of years of experience in the specific sector. Example: at least 5 years of experience in the sector of designing of bridges and dams |

* carried out at least two similar assignments, i.e.:

|  |
| --- |
| Example: supervised at least two similar construction work under FIDIC or PRAGDesigned at least two bridges or one bridge and on damPrepared at least two market analysisPrepared at least two feasibility studies or one feasibility study and one CBA |

* excellent working knowledge of <insert for SRTF English and/or Arabic> both written and spoken

The contractor will have to select additional professionals (if necessary) to properly implement this service contract.

*.*

1. DURATION AND LOCATION

	1. Duration: <insert the expected length of the assignment>

|  |
| --- |
| Example: The assignment is expected to last 2 months **or** the assignment is expected to last 6 months **or** the assignment is expected to last 18 months, but in the months 7 to 18 the tasks to be implemented are very limitedPlease note: the duration of the project does not mean that the experts have to work every day, it is an estimation of the time necessary to complete all the activities. For instance in the case of supervision contracts there is an intensive work during the construction and an intermittent work during the defect liability period.Please note: in the ToR we do not insert any indication about the real starting date. We will fix it in the contract. In this way we will not link the preparation of the ToR with the timing of their use.  |

* 1. Number of working days:

|  |
| --- |
| Please note: the number of working days should be included only in case of fee based contracts. In case of global price contracts the number of working days is not relevant. The SRTF encourages the grant beneficiaries to use mainly global price contracts:1. Global price contracts are the most suitable for the activities to be implemented in Syria for the time being;
2. Global price contracts ensure that the payment is done only if the result of the project has been achieved.

In case of fee based contracts, it is enough to associate to each expert to be hired a certain number of working days, for instance:Key expert 1: 60 working days;Key expert 2: 30 Working daysAnd so on. |

* 1. Location of assignment: <insert the place where the assignment will have to be carried out>

|  |
| --- |
| Example: The assignment will be carried out in Aleppo in the premises of the municipality **or**The assignment will be carried out in the office of the Consultant, but periodical travels to the premises of the Contracting Authority in Aleppo are requested **or**The assignment will be carried out in Aleppo, it is the duty of the Consultant to rent its office in the municipality, unless it has already one office in its availability in Aleppo **or**The assignment will be carried out in the construction site in the premises offered by the construction company realising the infrastructure. The Contracting Authority may not be considered guilty or liable for the quality of these premises.  |

1. REPORTING

The following reports will have to be prepared:

|  |
| --- |
| Please note: Normally, in the implementation of a technical assistance project there are an inception report, progress reports each 3 to 6 months and a final report at the end of the assignment. This approach is correct, but in some cases it can be difficult to be managed by organisations with little experience in managing service contracts. We advise you to ask the above mentioned reports only if you really need. We suggest you to use this part of the ToR to strengthen your request to achieve certain results in order to link the payments to the delivery of the results.State any required format and contents of reports, and required number of copies, including electronic copies, and required distribution by the consultant. Examples of reports:“A report on the prepared technical design to be delivered by <insert number of days> after the beginning of the assignment”“A report on the prepared Bidding Documentation for works according to ICB Works in English to be delivered by <insert number of days> after the beginning of the assignment””“A report on the carried out Bid evaluation to be delivered by <insert number of days> after the beginning of the assignment”“A report on the carried out feasibility study or a CBA to be delivered by <insert number of days> after the beginning of the assignment”“A report after completion of the construction and of the defect liability period to be delivered by <insert number of days> after the beginning of the assignment”“A report on the completed market analysis to be delivered by <insert number of days> after the beginning of the assignment”  |

1. CLIENT/IMPLEMENTING ENTITY’s INPUT AND COUNTERPART PERSONNEL

(a) Services, facilities and property to be made available to the Consultant by the Client/Implementing Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ <list/specify>
(b) Professional and support counterpart personnel to be assigned by the Client/Implementing Entity to the Consultant’s team: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ <list/specify>
2. ANY OTHER SUBJECT; PARTICULAR TO THE SPECIFIC SERVICES
3. TYPE OF CONTRACT AND BUDGET

This is a <lump sum/time based please select> contract. The total budget is equal to <insert value as per budget line(s)>. No price revision is allowed.

|  |
| --- |
| Please note: - the budget may be mentioned only if permitted according to ITC 14.1.2.- sometimes the resources financing one service contract are taken from different budget lines. When the max value of the contract is established, the Contracting Authority is encouraged to check carefully the availability of funds for the specific contract. The Contracting Authorities are encouraged to check the value of the service included in the Procurement plan prepared at the beginning of the project (if they have prepared a procurement plan). Additional explanation on this issue is included in the Financial proposal template. In the Financial proposal template there is in fact a description of the relationships between received invoices, the terms of payment and the budget lines. |

*Client/Implementing EntityClient/Implementing Entity****Client/Implementing Entity****Client/Implementing EntityClient/Implementing Entity*

# PART II

# Section 7. Conditions of Contract and Contract Forms

**Foreword**

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) that are based on the contract forms included in the harmonized Standard Request for Proposals (Master Document for Selection of Consultants prepared by participating Multilateral Development Banks (MDBs).
2. **Time-Based Contract**. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and 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) reimbursableexpenses using actual expenses and/or agreed unit prices. This type of contract requires the Client/Implementing Entity to closely supervise the Consultant and to be involved in the daily execution of the assignment.
3. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant’s outputs by the Client/Implementing Entity is paramount.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts.

###### Time-Based Form of Contract

**STANDARD FORM OF CONTRACT**

**Consultant’s Services**

Time-Based

**Contents**

[**Preface** 67](#_Toc300746740)

[**I. Form of Contract** 69](#_Toc300746741)

[**II. General Conditions of Contract** 73](#_Toc300746742)

[**A. General Provisions** 73](#_Toc300746743)

[1. Definitions 73](#_Toc300746744)

[2. Relationship Between the Parties 74](#_Toc300746745)

[3. Law Governing Contract 75](#_Toc300746746)

[4. Language 75](#_Toc300746747)

[5. Headings 75](#_Toc300746748)

[6. Communications 75](#_Toc300746749)

[7. Location 75](#_Toc300746750)

[8. Authority of Member in Charge 75](#_Toc300746751)

[9. Authorized Representatives 75](#_Toc300746752)

[10. Corrupt and Fraudulent Practices 75](#_Toc300746753)

[**B. Commencement, Completion, Modification and Termination of Contract** 76](#_Toc300746754)

[11. Effectiveness of Contract 76](#_Toc300746755)

[12. Termination of Contract for Failure to Become Effective 76](#_Toc300746756)

[13. Commencement of Services 76](#_Toc300746757)

[14. Expiration of Contract 76](#_Toc300746758)

[15. Entire Agreement 76](#_Toc300746759)

[16. Modifications or Variations 76](#_Toc300746760)

[17. Force Majeure 76](#_Toc300746761)

[18. Suspension 78](#_Toc300746762)

[19. Termination 78](#_Toc300746763)

[**C. Obligations of the Consultant** 80](#_Toc300746764)

[20. General 80](#_Toc300746765)

[21. Conflict of Interests 81](#_Toc300746766)

[22. Confidentiality 82](#_Toc300746767)

[23. Liability of the Consultant 82](#_Toc300746768)

[24. Insurance to be Taken out by the Consultant 82](#_Toc300746769)

[25. Accounting, Inspection and Auditing 83](#_Toc300746770)

[26. Reporting Obligations 83](#_Toc300746771)

[27. Proprietary Rights of the Client/Implementing Entity in Reports and Records 83](#_Toc300746772)

[28. Equipment, Vehicles and Materials 83](#_Toc300746773)

[**D. Consultant’s Experts and Sub-Consultants** 84](#_Toc300746774)

[29. Description of Key Experts 84](#_Toc300746775)

[30. Replacement of Key Experts 84](#_Toc300746776)

[31. Approval of Additional Key Experts 84](#_Toc300746777)

[32. Removal of Experts or Sub-consultants 85](#_Toc300746778)

[33. Replacement/ Removal of Experts – Impact on Payments 85](#_Toc300746779)

[34. Working Hours, Overtime, Leave, etc. 85](#_Toc300746780)

[**E. Obligations of the Client/Implementing Entity** 86](#_Toc300746781)

[35. Assistance and Exemptions 86](#_Toc300746782)

[36. Access to Project Site 86](#_Toc300746783)

[37. Change in the Applicable Law Related to Taxes and Duties 87](#_Toc300746784)

[38. Services, Facilities and Property of the Client/Implementing Entity 87](#_Toc300746785)

[39. Counterpart Personnel 87](#_Toc300746786)

[40. Payment Obligation 88](#_Toc300746787)

[**F. Payments to the Consultant** 88](#_Toc300746788)

[41. Ceiling Amount 88](#_Toc300746789)

[42. Remuneration and Reimbursable Expenses 88](#_Toc300746790)

[43. Taxes and Duties 89](#_Toc300746791)

[44. Currency of Payment 89](#_Toc300746792)

[45. Mode of Billing and Payment 89](#_Toc300746793)

[46. Interest on Delayed Payments 90](#_Toc300746794)

[**G. Fairness and Good Faith** 90](#_Toc300746795)

[47. Good Faith 90](#_Toc300746796)

[**H. Settlement of Disputes** 91](#_Toc300746797)

[48. Amicable Settlement 91](#_Toc300746798)

[49. Dispute Resolution 91](#_Toc300746799)

[**Attachment 1: Bank’s Policy – Corrupt and Fraudulent Practices** 93](#_Toc300746800)

[**III. Special Conditions of Contract** 95](#_Toc300746801)

[**IV. Appendices** 107](#_Toc300746802)

[Appendix A – Terms of Reference 107](#_Toc300746803)

[Appendix B - Key Experts 107](#_Toc300746804)

[Appendix C – Remuneration Cost Estimates 107](#_Toc300746805)

[Appendix D – Reimbursable Expenses Cost Estimates 111](#_Toc300746806)

[Appendix E - Form of Advance Payments Guarantee 112](#_Toc300746807)

# Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client/Implementing Entity and the Consultant, the General Conditions of Contract (GCC; the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

**Contract for Consultant’s Services**

**Time-Based**

**Project Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***[Loan/Credit/Grant]* No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contract No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**between**

*[****Name of the Client/Implementing Entity****]*

**and**

*[****Name of the Consultant****]*

**Dated:**

# Form of Contract

**Time-Based**

(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/Implementing Entity or Recipient]* (hereinafter called the “Client/Implementing Entity”) 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/Implementing Entity”) 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/Implementing Entity 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/Implementing Entity 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/Implementing Entity 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/Implementing Entity has received a grant from the Syria Recovery Trust fund (SRTF) toward the cost of the Services and intends to apply a portion of the proceeds of this grant to eligible payments under this Contract, it being understood that (i) payments by SRTF will be made only at the request of the Client/Implementing Entity and upon approval by SRTF; (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement ; and (iii) no party other than the Client/Implementing Entity shall derive any rights from the financing agreement or have any claim to the grant 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;

(b) The Special Conditions of Contract;

(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursables Cost Estimates

Appendix E: Form of Advance Payments 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 ; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client/Implementing Entity 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/Implementing Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

3. *[Add if applicable]* Also in case SRTF Yönetim Hizmetleri A. Ş., Turkey signs the Contract on behalf of and in the name of the Client, the Client is responsible and liable for the Client’s obligations in the execution 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/Implementing Entity]*

*[Authorized Representative of the Client/Implementing Entity – 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]*

# General Conditions of Contract

# A. General Provisions

|  |  |
| --- | --- |
| Definitions | * 1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
1. “Applicable Guidelines” means the policies and procedures of SRTF governing the selection and Contract award process.
2. “Applicable Law” means the laws and any other instruments having the force of law in the Client/Implementing Entity’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
3. “Client” means the implementing entity that signs the Contract for the Services with the Selected Consultant.
4. “Consultant” means a legally-established professional consulting firm or entity selected by the Client/Implementing Entity to provide the Services under the signed Contract.
5. “Contract” means the legally binding written agreement signed between the Client/Implementing Entity 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).
6. “Day” means a working day unless indicated otherwise.
7. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
8. “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.
9. “Foreign Currency” means any currency other than the currency of the Client/Implementing Entity’s country.
10. “GCC” means these General Conditions of Contract.
11. “
12. “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/Implementing Entity for the performance of the Contract.
13. “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.
14. “Local Currency” means the currency of the Client/Implementing Entity’s country.
15. “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.
16. “Party” means the Client/Implementing Entity or the Consultant, as the case may be, and “Parties” means both of them.
17. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
18. “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
19. “SRTF” means the Syria Recovery Trust Fund.
20. “"Syria A. S.” means SRTF Yönetim Hizmetleri A. Ş., Turkey (translated: SRTF Management Services JSC) acting as Management Unit for SRTF.
21. “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.
22. “Third Party” means any person or entity other than the Government, the Client/Implementing Entity, the Consultant or a Sub-consultant.
 |
| Relationship between the Parties | * 1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client/Implementing Entity 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.
 |
| Law Governing Contract | * 1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
 |
| Language | * 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.
 |
| Headings | * 1. The headings shall not limit, alter or affect the meaning of this Contract.
 |
| Communications | * 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**.
	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**.
 |
| Location | * 1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Client/Implementing Entity’s country or elsewhere, as the Client/Implementing Entity may approve.
 |
| Authority of Member in Charge | * 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/Implementing Entity under this Contract, including without limitation the receiving of instructions and payments from the Client/Implementing Entity.
 |
| Authorized Representatives | * 1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client/Implementing Entity or the Consultant may be taken or executed by the officials specified in the **SCC.**
 |
| Corrupt and Fraudulent Practices  | * 1. It is SRTF’s policy to require that Recipients, as well as bidders, consultants, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under SRTF-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.[[10]](#footnote-8) In pursuance of this policy, SRTF: (a) defines, for the purposes of this provision, the terms set forth below as follows (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[[11]](#footnote-9);(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation[[12]](#footnote-10);(iii) “collusive practice” is an arrangement between two or more parties[[13]](#footnote-11) designed to achieve an improper purpose, including to influence improperly the actions of another party;(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[[14]](#footnote-12);(v) “obstructive practice” is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a SRTF investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or(bb) acts intended to materially impede the exercise of SRTF’s inspection and audit rights provided for under sub-clause 3.1 (e) below (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;c) will cancel the portion of the financial support allocated to a contract if it determines at any time that representatives of the Recipient of the financial support engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to SRTF to address such practices when they occur.
 |
|   | * 1. The Client/Implementing Entity requires the Consultant to disclose any commissions 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.
 |
|  | * 1. The Consultant and its Subcontractors may not be engaged in financing terrorism, including providing financing or support to any persons who are designated by the U.S. Department of Treasury as “Specially Designated Nationals” or subject to sanctions by the EU.
 |

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

|  |  |
| --- | --- |
| Effectiveness of Contract | * 1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client/Implementing Entity’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.
 |
| Termination of Contract for Failure to Become Effective | * 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.
 |
| Commencement of Services | * 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**.
 |
| Expiration of Contract | * 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**.
 |
| Entire Agreement | * 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.
 |
| Modifications or Variations | * 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.
	2. In cases of substantial modifications or variations, the prior written consent of SRTF is required.
 |
| Force Majeure |  |
| a. Definition | * 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 state agencies.
	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.
	3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
 |
| b. No Breach of Contract | * 1. 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 | * 1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
	3. 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.
	4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client/Implementing Entity, 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/Implementing Entity, 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.* 1. 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.
 |
| Suspension | * 1. The Client/Implementing Entity 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.
 |
| Termination | 19. 1 This Contract may be terminated by either Party as per provisions set up below:  |
| a. By the Client/Implementing Entity | 19.1.1 The Client/Implementing Entity 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/Implementing Entity 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; (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/Implementing Entity, 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 as required in Clause GCC 13.19.1.2 Furthermore, if the Client/Implementing Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client/Implementing Entity 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/Implementing Entity, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.(a) If the Client/Implementing Entity 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/Implementing Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.(d) If the Client/Implementing Entity 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/Implementing Entity 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/Implementing Entity, 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/Implementing Entity shall make the following payments to the Consultant:(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and 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

|  |  |
| --- | --- |
| 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 (including the Core Labour Standards ratified by Syria), 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/Implementing Entity, and shall at all times support and safeguard the Client/Implementing Entity’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/Implementing Entity. 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 The Client/Implementing Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.  |
| Conflict of Interests | 21.1 The Consultant shall hold the Client/Implementing Entity’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/Implementing Entity on the procurement of goods, works or services, the Consultant shall comply with the SRTF’s Procurement Guidelines, Operations and Procurement Manuals and shall at all times exercise such responsibility in the best interest of the Client/Implementing Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client/Implementing Entity. |
| 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/Implementing Entity, 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. |
| Confidentiality | 22.1 Except with the prior written consent of the Client/Implementing Entity, 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. |
| 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. |
| Insurance to be Taken out by the Consultant | 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client/Implementing Entity, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client/Implementing Entity’s request, shall provide evidence to the Client/Implementing Entity 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. |
| 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.25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, SRTF and/or persons appointed by SRTF to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by SRTF if requested by SRTF. The Consultant’s attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of SRTF’s inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination.  |
| Reporting Obligations | 26.1 The Consultant shall submit to the Client/Implementing Entity 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.  |
| Proprietary Rights of the Client/Implementing Entity 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/Implementing Entity in the course of the Services shall be confidential and become and remain the absolute property of the Client/Implementing Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client/Implementing Entity, 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/Implementing Entity. 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/Implementing Entity’s prior written approval to such agreements, and the Client/Implementing Entity 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**. |
| Equipment, Vehicles and Materials  | 28.1 Equipment, vehicles and materials made available to the Consultant by the Client/Implementing Entity, or purchased by the Consultant wholly or partly with funds provided by the Client/Implementing Entity, shall be the property of the Client/Implementing Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client/Implementing Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client/Implementing Entity’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client/Implementing Entity in writing, shall insure them at the expense of the Client/Implementing Entity in an amount equal to their full replacement value.28.2 Any equipment or materials brought by the Consultant or its Experts into the Client/Implementing Entity’s country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable. |

# D. Consultant’s Experts and Sub-Consultants

|  |  |
| --- | --- |
| Description of Key Experts | 29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix B.** 29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client/Implementing Entity, 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 41.2. 29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client/Implementing Entity 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. |
| Replacement of Key Experts | 30.1 Except as the Client/Implementing Entity 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. |
| 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/Implementing Entity for review and approval a copy of their Curricula Vitae (CVs). If the Client/Implementing Entity 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/Implementing Entity.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. |
| Removal of Experts or Sub-consultants | 32.1 If the Client/Implementing Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client/Implementing Entity determine that Consultant’s Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client/Implementing Entity’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/Implementing Entity to be incompetent or incapable in discharging assigned duties, the Client/Implementing Entity, 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/Implementing Entity. |
| Replacement/ Removal of Experts – Impact on Payments | 33.1 Except as the Client/Implementing Entity 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.  |
| Working Hours, Overtime, Leave, etc. | 34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client/Implementing Entity’s country, experts carrying out Services inside the Client/Implementing Entity’s country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client/Implementing Entity’s country as is specified in **Appendix B**.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 B**, 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/Implementing Entity

|  |  |
| --- | --- |
| Assistance and Exemptions | 35.1 Unless otherwise specified in the **SCC**, the Client/Implementing Entity 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/Implementing Entity’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.(c) 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.(d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client/Implementing Entity’s country according to the applicable law in the Client/Implementing Entity’s country.(e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client/Implementing Entity’s country, of bringing into the Client/Implementing Entity’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.(f) Provide to the Consultant any such other assistance as may be specified in the **SCC**. |
| Access to Project Site | 36.1 The Client/Implementing Entity 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/Implementing Entity 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. |
| *(not applicable)*  |  |
| Services, Facilities and Property of the Client/Implementing Entity | 38.1 The Client/Implementing Entity 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 41.3. |
| Counterpart Personnel | 39.1 The Client/Implementing Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client/Implementing Entity with the Consultant’s advice, if specified in **Appendix A**.39.2 If counterpart personnel are not provided by the Client/Implementing Entity to the Consultant as and when specified in **Appendix A**, the Client/Implementing Entity 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/Implementing Entity to the Consultant as a result thereof pursuant to Clause GCC 41.3.39.3 Professional and support counterpart personnel, excluding Client/Implementing Entity’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/Implementing Entity shall not unreasonably refuse to act upon such request. |
| Payment Obligation | 40.1 In consideration of the Services performed by the Consultant under this Contract, the Client/Implementing Entity shall make such payments to the Consultant and in such manner as is provided by GCC F below. |

# F. Payments to the Consultant

|  |  |
| --- | --- |
| Ceiling Amount | 41.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses). 41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment. |
| Remuneration and Reimbursable Expenses | 42.1 The Client/Implementing Entity 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) 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** and **Appendix D**.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**.42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client/Implementing Entity, once the applicable remuneration rates and allowances are known. |
| 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.  |
| Currency of Payment | 44.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC.** |
| 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/Implementing Entity 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/Implementing Entity 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 E**, or in such other form as the Client/Implementing Entity shall have approved in writing. The advance payments will be set off by the Client/Implementing Entity in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off. (b) *The Itemized Invoices.* 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/Implementing Entity, 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**. Each invoice shall show remuneration and reimbursable expenses separately.(c) The Client/Implementing Entity shall pay the Consultant’s invoices within sixty (60) days after the receipt by the Client/Implementing Entity 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/Implementing Entity may add or subtract the difference from any subsequent payments. (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/Implementing Entity. The Services shall be deemed completed and finally accepted by the Client/Implementing Entity and the final report and final invoice shall be deemed approved by the Client/Implementing Entity as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client/Implementing Entity unless the Client/Implementing Entity, 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/Implementing Entity 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/Implementing Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client/Implementing Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Client/Implementing Entity of a final report and a final invoice approved by the Client/Implementing Entity 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.  |
| Interest on Delayed Payments | 46.1 If the Client/Implementing Entity had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.** |

# G. Fairness and Good Faith

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

# H. Settlement of Disputes

|  |  |
| --- | --- |
| 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.  |
| 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**. |

# 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** | **The Contract shall be construed in accordance with the law of** Germany with place of performance Gaziantep *[Note: The Bank-financed contracts normally designate the law of the [Government’s/Client/Implementing Entity’s] country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.]* |
| **4.1** | **The language is:\_\_\_\_\_\_\_\_\_\_\_\_** *[insert the language; normally English; in exceptional cases Arabic may be used].* |
| **6.1 and 6.2** | **The addresses are:**Client/Implementing Entity :  Attention : Facsimile : E-mail (where permitted): Consultant :  Attention : Facsimile : E-mail (where permitted) :  |
| **8.1** | *[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. ]***The Lead Member on behalf of the JV is** \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name of the member]*  |
| **9.1** | **The Authorized Representatives are:****For the Client/Implementing Entity:** *[name, title]***For the Consultant:** *[name, title]* |
| **11.1** | *[Note: If there are no effectiveness conditions, state “N/A”]**OR**List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank [loan/credit/grant], receipt by the Consultant of an advance payment, and by the Client/Implementing Entity of an advance payment guarantee (see Clause SCC45.1(a)), etc.]***The effectiveness conditions are the following**: *[insert “N/A” or list the conditions]* |
| **12.1** | **Termination of Contract for Failure to Become Effective:****The time period shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[insert time period, e.g.: four months]*. |
| **13.1** | **Commencement of Services:****The number of days shall be\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[e.g.: ten]*.Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client/Implementing Entity in writing as a written statement signed by each Key Expert. |
| **14.1** | **Expiration of Contract:****The time period shall be** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert time period, e.g.: twelve months]*. |
| **21 b.** | **The Client/Implementing Entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3**Yes\_\_\_\_\_\_ No \_\_\_\_\_ |

|  |  |
| --- | --- |
| **23.1** | **No additional provisions.***[OR:*The following limitation of the Consultant’s Liability towards the Client/Implementing Entity can be subject to the Contract’s negotiations:**“Limitation of the Consultant’s Liability towards the Client/Implementing Entity:****(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/Implementing Entity’s property, shall not be liable to the Client/Implementing Entity:** **(i) for any indirect or consequential loss or damage; and** **(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;** **(b) This limitation of liability shall not** **(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;****(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law** *[Notes to the Client/Implementing Entity and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Contract should be carefully scrutinized by the Client/Implementing Entity and discussed with SRTF prior to accepting any changes to what was included in the issued RFP.*  |
| **24.1** | **The insurance coverage against the risks shall be as follows:***[Note: Delete what is not applicable except (a)].***(a) Professional liability insurance, with a minimum coverage of** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*;(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client/Implementing Entity’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *[insert amount and currency or state “in accordance with the applicable law”]*;(c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state “in accordance with the applicable law ”]*;(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, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.If due to reasons not related to the Consultant, a Syrian Consultant cannot arrange insurance as stated above, the Contractor shall submit a declaration to the Client/Implementing Entity, that he shall be fully responsible for events otherwise to be covered under insurance. |
| **27.1** | *[If applicable, insert any exceptions to proprietary rights provision\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* |
| **27.2** | *[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:**[***The Consultant shall not use these** *[insert what applies……* ***documents and software………..]* for purposes unrelated to this Contract without the prior written approval of the Client/Implementing Entity**.]*OR*[**The Client/Implementing Entity shall not use these** *[insert what applies…….****documents and software*………..] for purposes unrelated to this Contract without the prior written approval of the Consultant**.**]***OR****[*Neither Party shall use these** *[insert what applies…….****documents and software………..]* for purposes unrelated to this Contract without the prior written approval of the other Party**.***]*** |
| **35.1** **(a) through (e)** | *[List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.]* |
| **35.1(f)** | *[List here any other assistance to be provided by the Client/Implementing Entity. If there is no such other assistance, delete this Clause SCC 35.1(f).]* |
| **41.2**  | **The ceiling in foreign currency or currencies is:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency for each currency]* **inclusive****of local indirect taxes.** |
| **42.3** | *[If a price adjustment clause applies, state so here after consultation with SRTF Management Unit. Otherwise mention* **Price adjustment on the remuneration does not apply***.]* |
| **44.1** | **The currency [currencies] of payment shall be the following:** *[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]* |
| **45.1(a)** | *[*The following provisions shall apply to the advance payment and the advance bank payment guarantee:(1) An advance payment [of *[insert amount]* in foreign currency] shall be made within *[insert number]* days after the Effective Date. The advance payment will be set off by the Client/Implementing Entity in equal installments against the statements for the first *[insert number]* months of the Services until the advance payment has been fully set off.(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. |
| **45.1(b)** | *[Delete this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:* **The Consultant shall submit to the Client/Implementing Entity itemized statements at time intervals of** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [e.g. “every quarter”, “every six months”, “every two weeks”, etc.].* |
| **45.1(e)** | **The accounts are:** *[insert details of account(s) as applicable]*. Payments shall be made through direct payment from Syria A.S. or KfW as SRTF Trustee to a bank account designated by the Consultant.For a Syrian consultant, exceptionally payment may be made in cash, but only if this is demonstrably unavoidable to the satisfaction of Syria A.S. due to reasons not related to the consultant. |
| **46.1** | **The interest rate is**: *[insert rate]*. |
| **49.** | *[In contracts with foreign consultants, SRTF requires that the international commercial arbitration in a neutral venue is used.]***Disputes shall be settled by arbitration in accordance with the following provisions:**1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within 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 *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client/Implementing Entity 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 the International Chamber of Commerce, Paris.(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 International Chamber of Commerce, Paris.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. |
|  | 2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) 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 *[****Note****: If the Consultant consists of more than one entity, add:*  or of the home country of any of their members or Parties*]* or of the Government’s country. For the purposes of this Clause, “home country” means any of:(a) the country of incorporation of the Consultant *[****Note****: If the Consultant consists of more than one entity, add:* or of any of their members or Parties*]*; or(b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or (c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract. |
|  | 5. Miscellaneous. In any arbitration proceeding hereunder:(a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Client/Implementing Entity’s country nor the Consultant’s country]*;(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. |

# Appendices

Appendix A – Terms of Reference

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

*Insert the text based on the Section 6 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant’s Proposal. Highlight the changes to Section 6 of the RFP]*

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

Appendix B - Key Experts

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

*[Specify Hours of Work for Key Experts:**List here the hours of work for Key Experts; travel time to/ from the Client/Implementing Entity’s country; entitlement, if any, to leave pay; public holidays in the Client/Implementing Entity’s country that may affect Consultant’s work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours. ]*

Appendix C – Remuneration Cost Estimates

1. Monthly rates for the Experts:

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

Appendix D – Reimbursable Expenses Cost Estimates

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

*2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount. ]*

Appendix E - Form of Advance Payments Guarantee

*[See Clause GCC 41.2.1 and SCC 41.2.1]*

*{Guarantor letterhead or SWIFT identifier code}*

**Bank Guarantee for Advance Payment**

**Guarantor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert commercial Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert Name and Address of Client/Implementing Entity]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_*[insert date]*\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_*[insert number]*\_\_\_\_\_\_

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

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

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay to the special account maintained by Syria A.S. any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* ( ) *[amount in words]*[[15]](#footnote-13)1 upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s ~~a~~ written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;

(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client/Implementing Entity which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of \_*[month]*\_\_\_\_\_\_\_\_\_\_, *[year]*\_\_,[[16]](#footnote-14)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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

*[signature(s)]*

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

###### Lump-Sum Form of Contract

**STANDARD FORM OF CONTRACT**

**Consultant’s Services**

Lump-Sum

**Contents**

[**Preface** 119](#_Toc300749250)

[**I. Form of Contract** 121](#_Toc300749251)

[**II. General Conditions of Contract** 125](#_Toc300749252)

[**A. General Provisions** 125](#_Toc300749253)

 [1. Definitions 125](#_Toc300749254)

 [2. Relationship Between the Parties 126](#_Toc300749255)

 [3. Law Governing Contract 127](#_Toc300749256)

 [4. Language 127](#_Toc300749257)

 [5. Headings 127](#_Toc300749258)

 [6. Communications 127](#_Toc300749259)

 [7. Location 127](#_Toc300749260)

 [8. Authority of Member in Charge 127](#_Toc300749261)

 [9. Authorized Representatives 127](#_Toc300749262)

 [10. Corrupt and Fraudulent Practices 127](#_Toc300749263)

[**B. Commencement, Completion, Modification and Termination of Contract** 128](#_Toc300749264)

 [11. Effectiveness of Contract 128](#_Toc300749265)

 [12. Termination of Contract for Failure to Become Effective 128](#_Toc300749266)

 [13. Commencement of Services 128](#_Toc300749267)

 [14. Expiration of Contract 128](#_Toc300749268)

 [15. Entire Agreement 128](#_Toc300749269)

 [16. Modifications or Variations 128](#_Toc300749270)

 [17. Force Majeure 128](#_Toc300749271)

 [18. Suspension 130](#_Toc300749272)

 [19. Termination 130](#_Toc300749273)

[**C. Obligations of the Consultant** 132](#_Toc300749274)

 [20. General 132](#_Toc300749275)

 [21. Conflict of Interests 133](#_Toc300749276)

 [22. Confidentiality 134](#_Toc300749277)

 [23. Liability of the Consultant 134](#_Toc300749278)

 [24. Insurance to be Taken out by the Consultant 134](#_Toc300749279)

 [25. Accounting, Inspection and Auditing 135](#_Toc300749280)

 [26. Reporting Obligations 135](#_Toc300749281)

 [27. Proprietary Rights of the Client/Implementing Entity in Reports and Records 135](#_Toc300749282)

 [28. Equipment, Vehicles and Materials 135](#_Toc300749283)

[**D. Consultant’s Experts and Sub-Consultants** 136](#_Toc300749284)

 [29. Description of Key Experts 136](#_Toc300749285)

 [30. Replacement of Key Experts 136](#_Toc300749286)

 [31. Removal of Experts or Sub-consultants 136](#_Toc300749287)

[**E. Obligations of the Client/Implementing Entity** 137](#_Toc300749288)

 [32. Assistance and Exemptions 137](#_Toc300749289)

 [33. Access to Project Site 137](#_Toc300749290)

 [34. Change in the Applicable Law Related to Taxes and Duties 138](#_Toc300749291)

 [35. Services, Facilities and Property of the Client/Implementing Entity 138](#_Toc300749292)

 [36. Counterpart Personnel 138](#_Toc300749293)

 [37. Payment Obligation 138](#_Toc300749294)

[**F. Payments to the Consultant** 138](#_Toc300749295)

 [38. Contract Price 138](#_Toc300749296)

 [39. Taxes and Duties 139](#_Toc300749297)

 [40. Currency of Payment 139](#_Toc300749298)

 [41. Mode of Billing and Payment 139](#_Toc300749299)

 [42. Interest on Delayed Payments 140](#_Toc300749300)

[**G. Fairness and Good Faith** 140](#_Toc300749301)

 [43. Good Faith 140](#_Toc300749302)

[**H. Settlement of Disputes** 140](#_Toc300749303)

 [44. Amicable Settlement 140](#_Toc300749304)

 [45. Dispute Resolution 140](#_Toc300749305)

[**Attachment 1: Bank’s Policy – Corrupt and Fraudulent Practices** 141](#_Toc300749306)

[**III. Special Conditions of Contract** 143](#_Toc300749307)

[**IV. Appendices** 153](#_Toc300749308)

[Appendix A – Terms of Reference 153](#_Toc300749309)

[Appendix B - Key Experts 153](#_Toc300749310)

[Appendix C – Breakdown of Contract Price 153](#_Toc300749311)

[Appendix D - Form of Advance Payments Guarantee 157](#_Toc300749312)

# Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client/Implementing Entity and the Consultant, the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

**Contract for Consultant’s Services**

**Lump-Sum**

**Project Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[****Loan/Credit/Grant****]* **No.**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contract No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**between**

*[****Name of the Client/Implementing Entity****]*

**and**

*[****Name of the Consultant****]*

**Dated:**

# Form of Contract

**Lump-Sum**

(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/Implementing Entity or Recipient]* (hereinafter called the “Client/Implementing Entity”) 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/Implementing Entity”) 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/Implementing Entity 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/Implementing Entity 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/Implementing Entity 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/Implementing Entity has received a grant from the Syria Recovery Trust Fund (SRTF)toward the cost of the Services and intends to apply a portion of the proceeds of this grant to eligible payments under this Contract, it being understood that (i) payments by SRTF will be made only at the request of the Client/Implementing Entity and upon approval by SRTF; (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement; and (iii) no party other than the Client/Implementing Entity shall derive any rights from the financing agreement or have any claim to the grant 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 ;

(b) The Special Conditions of Contract;

(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments 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 ; Appendix A; Appendix B; Appendix C; 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/Implementing Entity 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/Implementing Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

3. *[Add if applicable]* Also in case SRTF Yönetim Hizmetleri A. Ş., Turkey signs the Contract on behalf of and in the name of the Client, the Client is responsible and liable for the Client’s obligations in the execution 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/Implementing Entity]*

*[Authorized Representative of the Client/Implementing Entity – 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]*

# General Conditions of Contract

# A. General Provisions

|  |  |
| --- | --- |
| 1. Definitions
 | * 1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
1. “Applicable Guidelines” means the policies and procedures of SRTF governing the selection and Contract award process.
2. “Applicable Law” means the laws and any other instruments having the force of law in the Client/Implementing Entity’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
3. “Client/Implementing Entity” means the implementing entity that signs the Contract for the Services with the Selected Consultant.
4. “Consultant” means a legally-established professional consulting firm or entity selected by the Client/Implementing Entity to provide the Services under the signed Contract.
5. “Contract” means the legally binding written agreement signed between the Client/Implementing Entity 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).
6. “Day” means a working day unless indicated otherwise.
7. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
8. “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.
9. “Foreign Currency” means any currency other than the currency of the Client/Implementing Entity’s country.
10. “GCC” means these General Conditions of Contract.
11. “
12. “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/Implementing Entity for the performance of the Contract.
13. “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.
14. “Local Currency” means the currency of the Client/Implementing Entity’s country.
15. “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.
16. “Party” means the Client/Implementing Entity or the Consultant, as the case may be, and “Parties” means both of them.
17. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
18. “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
19. “SRTF” means the Syria Recovery Trust Fund.
20. “"Syria A. S.” means SRTF Yönetim Hizmetleri A. Ş., Turkey (translated: SRTF Management Services JSC), Turkey acting as Management Unit for SRTF.
21. “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.
22. “Third Party” means any person or entity other than the Government, the Client/Implementing Entity, the Consultant or a Sub-consultant.
 |
| Relationship between the Parties | * 1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client/Implementing Entity 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.
 |
| Law Governing Contract | * 1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
 |
| Language | * 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.
 |
| Headings | * 1. The headings shall not limit, alter or affect the meaning of this Contract.
 |
| Communications | * 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**.
	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**.
 |
| Location | * 1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Client/Implementing Entity’s country or elsewhere, as the Client/Implementing Entity may approve.
 |
| Authority of Member in Charge | * 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/Implementing Entity under this Contract, including without limitation the receiving of instructions and payments from the Client/Implementing Entity.
 |
| Authorized Representatives | * 1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client/Implementing Entity or the Consultant may be taken or executed by the officials specified in the **SCC.**
 |
| Corrupt and Fraudulent Practices  | * 1. It is SRTF’s policy to require that Recipients, as well as bidders, consultants, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under SRTF-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.[[17]](#footnote-15) In pursuance of this policy, SRTF: (a) defines, for the purposes of this provision, the terms set forth below as follows (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[[18]](#footnote-16);(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation[[19]](#footnote-17);(iii) “collusive practice” is an arrangement between two or more parties[[20]](#footnote-18) designed to achieve an improper purpose, including to influence improperly the actions of another party;(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[[21]](#footnote-19);(v) “obstructive practice” is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a SRTF investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or(bb) acts intended to materially impede the exercise of SRTF’s inspection and audit rights provided for under sub-clause 3.1 (e) below (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;c) will cancel the portion of the financial support allocated to a contract if it determines at any time that representatives of the Recipient of the financial support engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to SRTF to address such practices when they occur.
 |
|   | * 1. The Client/Implementing Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.
	2. The Consultant and its Subcontractors may not be engaged in financing terrorism, including providing financing or support to any persons who are designated by the U.S. Department of Treasury as “Specially Designated Nationals” or subject to sanctions by the EU.
 |

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

|  |  |
| --- | --- |
| Effectiveness of Contract | * 1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client/Implementing Entity’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.
 |
| Termination of Contract for Failure to Become Effective | * 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.
 |
| Commencement of Services | * 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**.
 |
| Expiration of Contract | * 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**.
 |
| Entire Agreement | * 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.
 |
| Modifications or Variations | * 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.
	2. In cases of substantial modifications or variations, the prior written consent of SRTF is required.
 |
| Force Majeure |  |
| a. Definition | * 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 state agencies.
	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.
	3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
 |
| b. No Breach of Contract | * 1. 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 | * 1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
	3. 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.
	4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client/Implementing Entity, 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/Implementing Entity, 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.* 1. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.
 |
| Suspension | * 1. The Client/Implementing Entity 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.
 |
| Termination | 19.1. This Contract may be terminated by either Party as per provisions set up below:  |
| a. By the Client/Implementing Entity | 19.1.1. The Client/Implementing Entity 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/Implementing Entity 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; (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 45.1;(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;(e) If the Client/Implementing Entity, 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 as required in Clause GCC 13.19.1.2. Furthermore, if the Client/Implementing Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client/Implementing Entity 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/Implementing Entity, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.(a) If the Client/Implementing Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within 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/Implementing Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.(d) If the Client/Implementing Entity 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/Implementing Entity 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/Implementing Entity, 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/Implementing Entity shall make the following payments to the Consultant:(a) payment for Services satisfactorily performed prior to the effective date of termination; and(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. |

# C. Obligations of the Consultant

|  |  |
| --- | --- |
| 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(including the Core Labour Standards ratified by Syria), 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/Implementing Entity, and shall at all times support and safeguard the Client/Implementing Entity’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/Implementing Entity. 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. The  |
| Conflict of Interests | 21.1. The Consultant shall hold the Client/Implementing Entity’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 38 through 42) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client/Implementing Entity on the procurement of goods, works or services, the Consultant shall comply with the SRTF’s Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client/Implementing Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client/Implementing Entity. |
| 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/Implementing Entity, 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. |
| Confidentiality | 22.1 Except with the prior written consent of the Client/Implementing Entity, 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. |
| 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 provided by the Applicable Law. |
| Insurance to be Taken out by the Consultant | 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client/Implementing Entity, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client/Implementing Entity’s request, shall provide evidence to the Client/Implementing Entity 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. |
| Accounting, Inspection and Auditing | 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, SRTF and/or persons appointed by SRTF to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by SRTF if requested by SRTF. The Consultant’s attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of SRTF’s inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination.  |
| Reporting Obligations | 26.1 The Consultant shall submit to the Client/Implementing Entity 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.  |
| Proprietary Rights of the Client/Implementing Entity 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/Implementing Entity in the course of the Services shall be confidential and become and remain the absolute property of the Client/Implementing Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client/Implementing Entity, 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/Implementing Entity. 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/Implementing Entity’s prior written approval to such agreements, and the Client/Implementing Entity 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**. |
| Equipment, Vehicles and Materials  | 28.1 Equipment, vehicles and materials made available to the Consultant by the Client/Implementing Entity, or purchased by the Consultant wholly or partly with funds provided by the Client/Implementing Entity, shall be the property of the Client/Implementing Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client/Implementing Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client/Implementing Entity’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client/Implementing Entity in writing, shall insure them at the expense of the Client/Implementing Entity in an amount equal to their full replacement value.28.2 Any equipment or materials brought by the Consultant or its Experts into the Client/Implementing Entity’s country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable. |

# D. Consultant’s Experts and Sub-Consultants

|  |  |
| --- | --- |
| Description of Key Experts | 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix B.**  |
| Replacement of Key Experts | 30.1 Except as the Client/Implementing Entity 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. |
| Removal of Experts or Sub-consultants | 31.1 If the Client/Implementing Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client/Implementing Entity determine that Consultant’s Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client/Implementing Entity’s written request, provide a replacement. 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client/Implementing Entity to be incompetent or incapable in discharging assigned duties, the Client/Implementing Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client/Implementing Entity.31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts. |

# E. Obligations of the Client/Implementing Entity

|  |  |
| --- | --- |
| Assistance and Exemptions | 32.1 Unless otherwise specified in the **SCC**, the Client/Implementing Entity 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/Implementing Entity’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.(c) 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.(d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client/Implementing Entity’s country according to the applicable law in the Client/Implementing Entity’s country.(e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client/Implementing Entity’s country, of bringing into the Client/Implementing Entity’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.(f) Provide to the Consultant any such other assistance as may be specified in the **SCC**. |
| Access to Project Site | 33.1 The Client/Implementing Entity 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/Implementing Entity 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. |
| *(not applicable)*  |   |
| Services, Facilities and Property of the Client/Implementing Entity | 35.1 The Client/Implementing Entity 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.** |
| Counterpart Personnel | 36.1 The Client/Implementing Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client/Implementing Entity with the Consultant’s advice, if specified in **Appendix A**.36.2 Professional and support counterpart personnel, excluding Client/Implementing Entity’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/Implementing Entity shall not unreasonably refuse to act upon such request. |
| Payment Obligation | 37.1 In consideration of the Services performed by the Consultant under this Contract, the Client/Implementing Entity shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below. |

# F. Payments to the Consultant

|  |  |
| --- | --- |
|  Contract Price | 38.1 The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **Appendix C**. 38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**. |
| Taxes and Duties | 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract. Client/Implementing Entity  |
| Currency of Payment | 40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract. |
| Mode of Billing and Payment | 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**. 41.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client/Implementing Entity 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/Implementing Entity shall have approved in writing. The advance payments will be set off by the Client/Implementing Entity in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.  41.2.2 *The Lump-Sum Installment Payments.* The Client/Implementing Entity shall pay the Consultant within sixty (60) days after the receipt by the Client/Implementing Entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client/Implementing Entity does not approve the submitted deliverable(s) as satisfactory in which case the Client/Implementing Entity 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.  41.2.3 *The Final Payment* .The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Client/Implementing Entity. The Services shall then be deemed completed and finally accepted by the Client/Implementing Entity. The last lump-sum installment shall be deemed approved for payment by the Client/Implementing Entity within ninety (90) calendar days after receipt of the final report by the Client/Implementing Entity unless the Client/Implementing Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**. 41.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.  |
| Interest on Delayed Payments | 42.1 If the Client/Implementing Entity had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.** |

# G. Fairness and Good Faith

|  |  |
| --- | --- |
| Good Faith | 43.1 The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |

# H. Settlement of Disputes

|  |  |
| --- | --- |
| Amicable Settlement | 44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation. 44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 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 45.1 shall apply.  |
| Dispute Resolution | 45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**. |

# 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** | **The Contract shall be construed in accordance with the law of Germany with place of performance Gaziantep**  |
| **4.1** | **The language is:\_\_\_\_\_\_\_\_\_\_\_\_** *[insert the language; normally English; in exceptional cases Arabic may be used].* |
| **6.1 and 6.2** | **The addresses are:**Client/Implementing Entity :  Attention : Facsimile : E-mail (where permitted): Consultant :  Attention : Facsimile : E-mail (where permitted) :  |
| **8.1** | *[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. ]***The Lead Member on behalf of the JV is** \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name of the member]*  |
| **9.1** | **The Authorized Representatives are:****For the Client/Implementing Entity:** *[name, title]***For the Consultant:** *[name, title]* |
| **11.1** | *[Note: If there are no effectiveness conditions, state “N/A”]**OR**List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank [loan/credit/grant], receipt by the Consultant of an advance payment, and by the Client/Implementing Entity of an advance payment guarantee (see Clause SCC45.1(a)), etc.]***The effectiveness conditions are the following**: *[insert “N/A” or list the conditions]* |
| **12.1** | **Termination of Contract for Failure to Become Effective:****The time period shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[insert time period, e.g.: four months]*. |
| **13.1** | **Commencement of Services:****The number of days shall be\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[e.g.: ten]*.Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client/Implementing Entity in writing as a written statement signed by each Key Expert. |
| **14.1** | **Expiration of Contract:****The time period shall be** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert time period, e.g.: twelve months]*. |
| **21 b.** | **The Client/Implementing Entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3**Yes\_\_\_\_\_\_ No \_\_\_\_\_ |

|  |  |
| --- | --- |
| **23.1** | **No additional provisions.***[OR*The following limitation of the Consultant’s Liability towards the Client/Implementing Entity can be subject to the Contract’s negotiations:**“Limitation of the Consultant’s Liability towards the Client/Implementing Entity:****(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/Implementing Entity’s property, shall not be liable to the Client/Implementing Entity:** **(i) for any indirect or consequential loss or damage; and** **(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;** **(b) This limitation of liability shall not** **(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;****(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the** *“***Applicable Law***[Notes to the Client/Implementing Entity and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Contract should be carefully scrutinized by the Client/Implementing Entity and discussed with SRTF prior to accepting any changes to what was included in the issued RFP.*  |
| **24.1** | **The insurance coverage against the risks shall be as follows:***[Delete what is not applicable except (a)].***(a) Professional liability insurance, with a minimum coverage of** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*;(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client/Implementing Entity’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *[insert amount and currency or state “in accordance with the applicable law”]*;(c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state “in accordance with the applicable law”]*;(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, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.If due to reasons not related to the Consultant, a Syrian Consultant cannot arrange insurance as stated above, the Contractor shall submit a declaration to the Client/Implementing Entity, that he shall be fully responsible for events otherwise to be covered under insurance. |
| **27.1** | *[If applicable, insert any exceptions to proprietary rights provision\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* |
| **27.2** | *[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:*[**The Consultant shall not use these** *[insert what applies…….****documents and software………..]* for purposes unrelated to this Contract without the prior written approval of the Client/Implementing Entity**.]*[OR]*[**The Client/Implementing Entity shall not use these** *[insert what applies…….****documents and software………..]* for purposes unrelated to this Contract without the prior written approval of the Consultant**.**]***[OR]***[Neither Party shall use these** *[insert what applies…….****documents and software………..]* for purposes unrelated to this Contract without the prior written approval of the other Party**.**]** |
| **32.1** **(a) through (e)** | *[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, delete this Clause SCC 321.]* |
| **32.1(f)** | *[List here any other assistance to be provided by the Client/Implementing Entity. If there is no such other assistance, delete this Clause SCC 32.1(f).]* |
| **38.1** | **The Contract price is:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency for each currency as applicable]* **inclusive****of local indirect taxes.** |
| **41.2** | **The payment schedule:*****[****Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A****]*****1st payment:** *[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]***2nd payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****……………:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Final payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]*Payments shall be made through direct payment from Syria A.S. or KfW as SRTF Trustee to a bank account designated by the Consultant.For a Syrian consultant, exceptionally payment may be made in cash, but only if this is demonstrably unavoidable to the satisfaction of Syria A.S. due to reasons not related to the consultant. |
| **41.2.1**  | *[*The following provisions shall apply to the advance payment and the advance bank payment guarantee:(1) An advance payment [of *[insert amount]* in foreign currency] shall be made within *[insert number]* days after the receipt of an advance bank payment guarantee by the Client/Implementing Entity. The advance payment will be set off by the Client/Implementing Entity in equal portions against [list the payments against which the advance is offset].(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.(3) The bank guarantee will be released when the advance payment has been fully set off.  |
| **41.2.4** | **The accounts are:** *[insert details of account(s) as applicable]*.   |
| **42.1** | **The interest rate is**: *[insert rate]*. |
| **45.1** | *[In contracts with foreign consultants, SRTF requires that the international commercial arbitration in a neutral venue is used.]***Disputes shall be settled by arbitration in accordance with the following provisions:**1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within 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 *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client/Implementing Entity 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 the International Chamber of Commerce, Paris.(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 the International Chamber of Commerce, Paris 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. |
|  | 2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) 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 *[If the Consultant consists of more than one entity, add:*  or of the home country of any of their members or Parties*]* or of the Government’s country. For the purposes of this Clause, “home country” means any of:(a) the country of incorporation of the Consultant *[If the Consultant consists of more than one entity, add:* or of any of their members or Parties*]*; or(b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or (c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract. |
|  | 5. Miscellaneous. In any arbitration proceeding hereunder:(a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Client/Implementing Entity’s country nor the Consultant’s country]*;(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. |

# Appendices

Appendix A – Terms of Reference

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client/Implementing Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client/Implementing Entity’s input, including counterpart personnel assigned by the Client/Implementing Entity to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client/Implementing Entity.*

*Insert the text based on the Section 6 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 6 of the RFP]*

………………………………………………………………………………………………

Appendix B - Key Experts

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

……………………………………………………………………………………………………

Appendix C – Breakdown of Contract Price

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]*

Appendix D - Form of Advance Payments Guarantee

*[See Clause GCC 41.2.1 and SCC 41.2.1]*

*{Guarantor letterhead or SWIFT identifier code}*

**Bank Guarantee for Advance Payment**

**Model Advance Payment Bank Guarantee**

|  |
| --- |
| Address of guarantor bank:…………………………………………………………………………………………………………………………………….………………………………………………………………….. |
|  |
| Address of beneficiary (contracting agency):………………………………………………………………….…………………………………………………………………..………………………………………………………………….. |

On ........................................... you concluded with (name and full address) ........................................................................... ……………………………………………………………………………………………………………………………………………… (“Contractor”) a Contract for ................................................................... (project, subject of Contract) for the sum of

................................................

According to the provisions of the Contract the Contractor receives an advance payment in the amount of ............................ equalling ................................................... percent of the contract price.

We, the undersigned.............................................................................................................. (bank), waiving all objections and defences under the aforementioned Contract, hereby irrevocably and independently guarantee to pay on your first written demand any amount advanced to the Contractor up to a total of

..............................................
(in words: .............................................................)

against your written declaration that the Contractor has failed to perform as stipulated in the aforementioned Contract.

This Guarantee shall enter into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall be automatically reduced pro rata in accordance with the payments performed.

In the event of any claim under this Guarantee, payment shall be effected to KfW, Frankfurt am Main (JBIC.: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) for the account of .................................................... (Purchaser, project-executing agency).

This guarantee shall expire not later than .......................... by which date we must have received any claims by letter or coded telecommunication

It is understood that you will return this Guarantee to us upon expiry thereof or after settlement of the total amount to be claimed hereunder.

............................................. ...............................................................

Place, date Guarantor

1. *In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.* [↑](#footnote-ref-1)
2. *“Another party” refers to a public or private sector official acting in relation to the procurement process or contract execution. In this context, “official” includes SRTF and KfW staff and employees of other organizations taking or reviewing procurement decisions.* [↑](#footnote-ref-2)
3. *“Party” refers to a public or private sector official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.* [↑](#footnote-ref-3)
4. *“Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non- competitive levels.* [↑](#footnote-ref-4)
5. *“Party” refers to a participant in the procurement process or contract execution.* [↑](#footnote-ref-5)
6. [↑](#footnote-ref-6)
7. The effect of inflation will not be taken into account. [↑](#endnote-ref-1)
8. If the reference contract is only partially completed, please quote the percentage and value which has been completed. [↑](#endnote-ref-2)
9. The Contracting Authority reserves the right to contact the reference persons. If you cannot provide a reference, please provide a justification. [↑](#footnote-ref-7)
10. *In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.* [↑](#footnote-ref-8)
11. *“Another party” refers to a public or private sector official acting in relation to the procurement process or contract execution. In this context, “official” includes SRTF and KfW staff and employees of other organizations taking or reviewing procurement decisions.* [↑](#footnote-ref-9)
12. *“Party” refers to a public or private sector official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.* [↑](#footnote-ref-10)
13. *“Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non- competitive levels.* [↑](#footnote-ref-11)
14. *“Party” refers to a participant in the procurement process or contract execution.* [↑](#footnote-ref-12)
15. 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/Implementing Entity. [↑](#footnote-ref-13)
16. 2 Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client/Implementing Entity 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/Implementing Entity 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/Implementing Entity’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-14)
17. *In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.* [↑](#footnote-ref-15)
18. *“Another party” refers to a public or private sector official acting in relation to the procurement process or contract execution. In this context, “official” includes SRTF and KfW staff and employees of other organizations taking or reviewing procurement decisions.* [↑](#footnote-ref-16)
19. *“Party” refers to a public or private sector official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.* [↑](#footnote-ref-17)
20. *“Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non- competitive levels.* [↑](#footnote-ref-18)
21. *“Party” refers to a participant in the procurement process or contract execution.* [↑](#footnote-ref-19)