# CONSULTANCY CONTRACTS & PROCUREMENT

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Date: 22.07.2026

# CONSULTANT & CONSULTANCY SERVICES

## Consultant

- A variety of private and public entities, joint ventures, or individuals that provide services of an advisory or professional nature. Where the **Consultant is an individual**, they are not engaged by the Client/Authority as an employee.

## Consulting Services

- Cover a **range of services** that are of an advisory or professional nature and are provided by **Consultants**
- Typically involve providing experts or strategic advice e.g., management consultants, policy consultants or communications consultants. Advisory and project related Consulting Services include, for example: **feasibility studies, project management, engineering services, finance and accounting services, training and development.**

# Selection Methods

# Consulting Services

# SELECTION METHODS & APPROACHES

- **Approved Selection Methods**
  - QCBS, FBS, LCS, QBS, CQS, Direct Selection/Sole Source Selection
- **Market Approach Options**
  - Open / Limited / Direct
  - National / International
- **Selection of Individual Consultant**

| Consulting Services | Market approach options as per external aided projects | | | | | |
|---|---|---|---|---|---|---|
| Approved selection methods and arrangements | Open | Limited | Direct | International | National | Shortlist |
| Selection methods | | | | | | |
| Quality Cost Based Selection | ✓ | x | x | ✓ | ✓ | ✓ |
| Fixed Budget Based Selection | ✓ | x | x | ✓ | ✓ | ✓ |
| Least Cost Based Selection | ✓ | x | x | ✓ | ✓ | ✓ |
| Quality Based Selection | ✓ | x | x | ✓ | ✓ | ✓ |
| Consultant's Qualification Based Selection | ✓ | ✓ | x | x | ✓ | x |
| Direct Selection | x | x | ✓ | x | x | x |
| ✓ This market approach option is available | X This market approach option is not available | | | | | |

# SELECTION METHODS FOR CONSULTING FIRM

- a Quality Cost Based Selection (QCBS)
- b Fixed Budget Based Selection (FBS)
- c Least Cost Based Selection (LCS);
- d Quality Based Selection (QBS)
- e Consultant's Qualifications Based Selection (CQS)
- f Direct/Sole Source Selection

# QUALITY AND COST-BASED SELECTION (QCBS)

- QCBS is a competitive process among consulting firms under which the selection of the successful firm takes into account the quality of the Proposal and the cost of the services (with shortlisting/without shortlisting).

- The request for proposals document shall be prepared using the Standard Request for Proposals document and shall allow sufficient time for firms to prepare their proposals depending on the nature and complexity of the assignment.

- The minimum period allowed for preparation of Proposals shall be thirty (30) Business Days.

# QUALITY AND COST-BASED SELECTION (QCBS) (contd..)

- Request for proposals document shall specify the minimum score for the technical Proposals. The relative weight to be given to the quality and cost depends on the nature of the assignment.

- Client/Authority shall issue the letter of invitation to submit Proposals along with the request for proposals document to all the firms (Shortlisted/Open).

- Technical and Financial Proposals shall be submitted at the same time in two (2) separate and sealed envelopes.(through online in e-procurement portal)

- The evaluation of the technical Proposals shall be done in accordance with the evaluation criteria specified in the request for proposals document.

# QUALITY AND COST-BASED SELECTION (QCBS) (contd..)

- Once the evaluation of technical Proposals is complete, the Client/Authority shall inform all firms that submitted Proposal of their score and whether they met the minimum qualifying technical score.

- Client/Authority shall simultaneously notify the firms that have met the technical Proposal requirements of when the financial Proposal shall be opened.

- Financial Proposals shall not be opened earlier than ten (10) Business Days from the communication of technical evaluation results to the Consultants.

- Evaluation of financial proposals and Combined Quality and Cost Evaluation shall meet the requirements set out in the RFP.

# QUALITY AND COST-BASED SELECTION (QCBS) (contd..)

- For financial evaluation, the Proposal with the lowest offered total price is given a financial score of 100% (one hundred percent), and other Proposals are given financial scores that are inversely proportional to their prices. The methodology to be used is specified in the request for proposals document.

- The proposal with the highest combined (quality and cost) score is considered the Successful Proposal, and the firm submitting this proposal shall be invited for negotiations.

- Negotiations shall include discussions of the TOR, the methodology, Client's inputs, and special conditions of the contract. These discussions shall not substantially alter the original scope of services under the TOR.

- Upon successful Negotiation, Letter of Award shall be issued and subsequently Contract Agreement shall be signed.

# FIXED BUDGET-BASED SELECTION (FBS)

Like QCBS, FBS is a competitive process among consulting firms under which the selection of the successful firm takes into account the quality of the Proposal and the cost of the services. In the request for proposals document, the cost of services is specified as a fixed budget that shall not be exceeded. FBS is appropriate when:

- ✓the type of Consulting Service required is simple and can be precisely defined;
- ✓the budget is reasonably estimated and set; and
- ✓the budget is sufficient for the firm to perform the assignment.

# FIXED BUDGET-BASED SELECTION (FBS) (contd..)

- The request for proposals document specifies the budget and the minimum score for the technical Proposals. The Proposal with the highest technical score that meets the fixed budget requirement is considered the Successful Proposal.

- Similar to QCBS, Negotiations shall include discussions of the TOR, the methodology, Client's inputs, and special conditions of the contract. These discussions shall not substantially alter the original scope of services under the TOR.

- Upon successful Negotiation, Letter of Award shall be issued and subsequently Contract Agreement shall be signed.

# LEAST COST-BASED SELECTION (LCS)

- Similar to QCBS, LCS is a competitive process among consulting firms under which the selection of the successful firm takes into account the quality of the Proposal and the cost of the services.
- LCS is generally appropriate for assignments of a standard or routine nature (such as engineering designs of non-complex works), for which well-established practices and standards exist.
- The request for proposals document specifies the minimum score for the technical Proposals. Among the Proposals that score higher than the minimum technical score, the Proposal with the lowest evaluated cost is considered the Successful Proposal.
- Other conditions like Negotiation & notice of Contract Award etc. apply as in QCBS/FBS.

# QUALITY BASED SELECTION (QBS)

- Under QBS, the Proposal quality is evaluated without using cost as an evaluation criterion.

- If the request for proposals requests both technical and financial Proposals, the financial Proposal of only the highest technically qualified firm is opened and evaluated to determine the Successful Proposal.

# QUALITY BASED SELECTION (QBS) (contd..)

- QBS is appropriate for the following types of assignments:
- ✓complex or highly specialized assignments for which it is difficult to define precise TOR and the input required from the firm, and for which the Client/Authority expects the firm to demonstrate innovation in its Proposals;
- ✓assignments that have a high downstream impact; and
- ✓assignments that can be carried out in substantially different ways, so that Proposals will not be comparable.
- Similar to QCBS, other conditions like Negotiations & notice of Contract Award etc. apply.

# CONSULTANT'S QUALIFICATION-BASED SELECTION (CQBS) (EAP)

- The Client/Authority shall request expressions of interest (REoI), by attaching the TOR to the REoI. At least three qualified firms shall be requested to provide information about their relevant experience and qualifications.

- From the firms that have submitted an EoI, the Client/Authority selects the firm with the best qualifications and relevant experience and invites it to submit its technical and financial Proposals.

- CQS is appropriate for small assignments or Emergency Situations in which preparing and evaluating competitive Proposals is not justified.

# DIRECT SELECTION/SOLE SOURCE SELECTION (EAP)

- Fit-for-purpose, may require a direct selection (single-source or sole-source selection), approach, that is: approaching and negotiating with only one firm.

- This selection method may be appropriate when only one firm is qualified, a firm has experience of exceptional worth for the assignment, or there is justification to use a preferred firm.

# DIRECT SELECTION/SOLE SOURCE SELECTION (contd..)

- **Direct selection may be appropriate under the following circumstances**
- ✓an existing contract for Consulting Services, may be extended for additional Consulting Services of a similar nature, if it is justified, no advantage may be obtained by competition, and the prices are reasonable;
- ✓in exceptional cases, for example, in response to Emergency Situations;
- ✓the Consulting Services provided in the Client's country by university, research center, or institution of the Client's country are of a unique and exceptional nature; or

# DIRECT SELECTION/SOLE SOURCE SELECTION (contd..)

- **In all instances of direct selection, the Client shall have in place procedures to ensure that:**
- ✓the prices are reasonable and consistent with the market rates for services of a similar nature; and
- ✓the required Consulting Services are not split into smaller-size procurements to avoid competitive processes.

# SELECTION PROCEDURES FOR CONSULTING FIRMS

- The preparation of a Shortlist of firms to provide Consulting Services is required for all selection methods except CQS and Direct Selection.
- The Client/Authority prepares the Shortlist of firms that have expressed interest and have the relevant experience and managerial and organizational capabilities for the assignment.
- The Shortlist shall include not fewer than five (5) and not more than eight (8) eligible firms.

# SELECTION PROCEDURES FOR CONSULTING FIRMS (contd..)

## Shortlisting Process

- **Steps to carry out a Shortlisting process include:**

✓ Preparation of complete TOR for the assignment.

✓ Preparation of the Request for Expressions of Interests (REoI). REoI includes the complete TOR.

✓ Publication of REoI as per provisions. Clarifications and addenda to the REoI, if required.

✓ Sufficient time to be normally allowed for responding to the REoI.

# SELECTION PROCEDURES FOR CONSULTING FIRMS (contd..)

**Shortlisting Process (contd..)**

- ✓The criteria for assessing the EoIs to determine the Shortlist may normally include: core business and years in business, relevant experience, technical and managerial capability of the firm.
- ✓Key personnel are not evaluated at this stage. The final Shortlist is communicated to all firms that expressed interest, as well as any other firm or entity that requests this information.

# SELECTION PROCEDURES FOR CONSULTING FIRMS (contd..)

**Selection Procedures for Consulting Firms – Request for Proposals**

The Shortlisted firms are invited to respond to the request for proposals document using one of the approved selection methods.

- In determining the right selection method for Consultants, quality aspects are particularly critical. Selection based on lowest price alone may not deliver the best VfM.
- Request for Proposals document shall be prepared using the Standard Request for Proposals document, and includes relevant information like provisions for submission of proposals, standard forms for technical & financial proposal submissions, method of selection, evaluation criteria, Terms of Reference, Standard Form of Contract etc.

# SELECTION METHODS FOR INDIVIDUAL CONSULTANTS

- ➢Individual Consultants are selected for an assignment for which:
- ✓a team of experts is not required;
- ✓no additional home office professional support is required; and
- ✓the experience and qualifications of the individual are of paramount requirement

# SELECTION METHODS FOR INDIVIDUAL CONSULTANTS (contd..)

- When qualified individual Consultants are unavailable or cannot sign a contract because of a prior agreement with a firm, the Client/Authority may invite firms to provide qualified individual Consultants for the assignment.
- In all cases, individual Consultants selected to be employed by the Client/Authority shall be the most experienced and best qualified among the candidates, and shall be fully capable of carrying out the assignment.
- The evaluation shall be based on the relevant qualifications and experience of the individual Consultant.

# Consulting Services – Technical, Financial and Combined Evaluation

# CONSULTING SERVICES - TECHNICAL EVALUATION

- Technical Proposals of Consulting Services are evaluated through a scoring system that uses the following criteria:
  - ✓ adequacy of methodology and work plan;
  - ✓ relevant experience and qualifications of key staff; and
  - ✓ relevant experience of the firm
- In addition, transfer of knowledge and participation of nationals among key staff may be included as criteria, depending on the nature and needs of the assignment

# CONSULTING SERVICES - TECHNICAL EVALUATION (contd..)

- The criteria are assigned scores within the indicative range of scores set out.
- For justifiable reasons, the ranges may be adjusted (for example, when transfer of knowledge is the main objective of an assignment, it may be given a higher weight to reflect its importance)

# CONSULTING SERVICES - TECHNICAL EVALUATION (contd..)

- Within the specified range, the score to be assigned to a criterion depends on the nature and complexity of an assignment
  - As an example, when VfM is to be achieved through innovative Proposals, the scores to be assigned to the methodology criteria could be on the higher end of the range
- The Borrower normally divides these criteria into sub-criteria
- Each criterion is then assigned a score on the basis of the total points assigned to its sub-criteria
- The number of sub-criteria should be kept to the minimum essential

# RANGE OF SCORES FOR QUALITY OF PROPOSALS

| Rated Criteria | Merit Point Range |
|---|---|
| Methodology | 20 – 50% |
| Relevant experience and qualification of key staff | 30 – 60% |
| Relevant experience of firm | 10% |
| Transfer of knowledge | 0 – 10% |
| Nationals among key staff<br>[As reflected by the participation of nationals among key experts (whether presented by foreign or national firms), and calculated as the ratio of key national experts' time (in person months), to the total number of key experts' time (in person months), in the Proposal.] | 0 – 10% |

# CONSULTING SERVICES - TECHNICAL EVALUATION (contd..)

The request for proposals document shall specify the overall minimum technical score. The minimum technical score shall normally be in the range of 70-85% depending on the nature and complexity of the assignment.

# CONSULTING SERVICES - FINANCIAL EVALUATION

- The offered total price includes all the Consultant's remuneration and other reimbursable and miscellaneous expenses.
- For a time-based contract, any arithmetical errors are corrected, and prices are adjusted if they fail to reflect all inputs that are included in the technical Proposals ( doesn't arise in the case of e-procurement)
- For a lump-sum contract, the Consultant is deemed to have included all prices in its financial Proposal, so neither arithmetical corrections nor price adjustments shall be made

# Determination of Successful Proposal based on Selection Method

# QUALITY AND COST-BASED SELECTION (QCBS)

- QCBS is a competitive process among Shortlisted consulting firms under which the selection of the successful firm takes into account the quality of the Proposal and the cost of the services.
- The request for proposals document shall specify the minimum score for the technical Proposals. The relative weight to be given to the quality and cost depends on the nature of the assignment.
- The evaluation of the technical Proposals shall be done in accordance with the evaluation criteria specified in the request for proposals document.

# QUALITY AND COST-BASED SELECTION (QCBS) (contd..)

- For financial evaluation, the Proposal with the lowest offered total price is given a financial score of 100% (one hundred percent), and other Proposals are given financial scores that are inversely proportional to their prices. The methodology to be used is specified in the request for proposals document
- Evaluation of financial proposals and Combined Quality and Cost Evaluation shall meet the requirements set out in the RFP

# QUALITY AND COST-BASED SELECTION (QCBS) (contd..)

The weighting of quality and cost scores depends on the nature and complexity of the consulting assignment. The range of quality and cost score weighting is normally as shown below:

| Description | Quality/ Cost Score Weighting % |
|---|---|
| High complex / downstream consequences / specialized assignments (or may use QBS method) | 90 / 10 |
| Moderate complexity | 70 – 80 / 30 – 20 |
| Assignments of a standard or routine nature (or may use LCS method) | 60 – 50 / 40 – 50 |

# QUALITY AND COST-BASED SELECTION (QCBS) (contd..)

- The scores of the quality and the cost scores are weighted appropriately and added to arrive at the Combined Score
- The proposal with the highest combined (quality and cost) score is considered the Most Successful Proposal, and the firm submitting this proposal shall be invited for negotiations

# FIXED BUDGET-BASED SELECTION (FBS)

- Like QCBS, FBS is a competitive process among Shortlisted consulting firms under which the selection of the successful firm takes into account the quality of the Proposal and the cost of the services. In the request for proposals document, the cost of services is specified as a fixed budget that shall not be exceeded.
- The request for proposals document specifies the budget and the minimum score for the technical Proposals. The Proposal with the highest technical score that meets the fixed budget requirement is considered the Most Advantageous Proposal.

# LEAST COST-BASED SELECTION (LBS)

- Similar to QCBS, LCS is a competitive process among Shortlisted consulting firms under which the selection of the successful firm takes into account the quality of the Proposal and the cost of the services.
- The request for proposals document specifies the minimum score for the technical Proposals. Among the Proposals that score higher than the minimum technical score, the Proposal with the lowest evaluated cost is considered the Most Advantageous Proposal.

# QUALITY BASED SELECTION (QBS)

- Under QBS, the Proposal quality is evaluated without using cost as an evaluation criterion.
- If the request for proposals requests both technical and financial Proposals, the financial Proposal of only the highest technically qualified firm is opened and evaluated to determine the Most Advantageous Proposal.
- However, if the request for proposals document requests only technical Proposals, the firm with the highest-ranked technical Proposal is invited to submit its financial Proposals for negotiations.

# CONSULTANT'S QUALIFICATION-BASED SELECTION (CQBS)

- The Borrower shall request expressions of interest (REoI), by attaching the TOR to the REoI. At least three qualified firms shall be requested to provide information about their relevant experience and qualifications.
- From the firms that have submitted an EoI, the Borrower selects the firm with the best qualifications and relevant experience and invites it to submit its technical and financial Proposals for negotiations.

# INDIVIDUAL CONSULTANTS

- Individual Consultants selected to be employed by the Borrower shall be the most experienced and best qualified among the candidates, and shall be fully capable of carrying out the assignment.
- The evaluation shall be based on the relevant qualifications and experience of the individual Consultant.

## Model Evaluation

Cons: Consultant Name; T:Technical; F: Financial; Wt:Weight; C Score: Combined Score; Pass mark = 75

| # | Cons | T Marks | Cost Rs. | T Wt | T Score | F Marks | F Wt | F Score | C score |
|---|---|---|---|---|---|---|---|---|---|
| 1 | A | 89 | 142000 | | | | | | |
| 2 | B | 70 | | | | | | | |
| 3 | C | 76 | 125000 | | | | | | |
| 4 | D | 94 | 220000 | | | | | | |
| 5 | E | 91 | 156250 | | | | | | |
| 6 | F | 88 | 170000 | | | | | | |

| Method | Condition | Award |
|---|---|---|
| **QCBS** | T Wt : 80%; F Wt:20% | |
| **FBS** | Budget Rs.160000 | |
| **LCS** | | |
| **QBS** | Fin Prop of only tech best opened | |

# Illustration

*Cons: Consultant Name; T: Technical; F: Financial; Wt: Weight; C Score: Combined Score;* ***Pass Marks: 75***

| # | Cons | T Marks | Cost $ | T Wt | T Score | F Marks | F Wt | F Score | C Score |
|---|---|---|---|---|---|---|---|---|---|
| 1 | A | 89 | 142000 | 0.8 | 71.200 | 88.028 | 0.2 | 17.606 | 88.806 |
| 2 | B | 70 | - | - | - | - | - | - | - |
| 3 | C | 76 | 125000 | 0.8 | 60.800 | 100.000 | 0.2 | 20.000 | 80.800 |
| 4 | D | 94 | 220000 | 0.8 | 75.200 | 56.818 | 0.2 | 11.364 | 86.564 |
| 5 | E | 91 | 156250 | 0.8 | 72.800 | 80.000 | 0.2 | 16.000 | 88.800 |
| 6 | F | 88 | 170000 | 0.8 | 70.400 | 73.529 | 0.2 | 14.706 | 85.106 |

| Method | Condition | Award |
|---|---|---|
| QCBS | T=0.8 and F=0.2 | A |
| FBS | Budget = $160000 | E |
| LCS | | C |
| QBS | *Fin Prop of only technical best opened* | D |

# MAIN FEATURES OF STANDARD PROCUREMENT DOCUMENT RFP CONSULTING SERVICES

# STD RFP SUMMARY

## PART I – SELECTION PROCEDURES AND REQUIREMENTS

- **Section I:** Request for Proposals (RFP) Letter - this is a letter for a Request for Proposals addressed to a shortlisted consulting firm inviting it to submit a proposal.
- **Section 2:** Instructions to Consultants and Data Sheet - consists of two parts: "Instructions to Consultants" and "Data Sheet". The former contains provisions that are to be used without modifications, and the latter contains information specific to each selection.
- **Section 3:** Technical Proposal – Standard Forms - includes forms for FTP and STP to be completed by the shortlisted consultants and submitted with their proposal.
- **Section 4:** Financial Proposal – Standard Forms - includes financial forms to be completed by the shortlisted consultants, including the consultant's costing of its technical proposal.

# SPD RFP SUMMARY

- **Section 5:** Eligible Countries - contains information regarding eligible countries (Applicable to external aided projects).
- **Section 6:** Fraud and Corruption - includes the fraud and corruption provisions which apply to this selection process.
- **Section 7:** Terms of Reference (TORs) - describes the scope of services, objectives, goals, and specific tasks; required qualifications of the key experts; and the expected deliverables.

## PART II – CONDITIONS OF CONTRAC T AND CONTRACT FORMS

- **Section 8:** Standard Forms of Contract - includes two types of standard contract forms: a Time-Based Contract and a Lump-Sum Contract.

# STD RFP SUMMARY

**Part III**

- **Section 9:** Notification of Intention to Award (Applicable to External Aided Projects)

*Note: Request for Proposal Letter is addressed to each shortlisted consultant individually, inviting the firm to submit proposals by specified date & time for providing the* Services.

# TERMS OF REFERENCE CONTENTS

- Background
- Objective(s) of the Assignment
- Scope of Services, Tasks (Components) and Expected Deliverables
- Team Composition & Qualification Requirements for the Key Experts
- Reporting Requirements and Time Schedule for Deliverables
- Payment schedule against deliverables
- Client's Input and Counterpart Personnel
- Provision for penalty and damages on inaccuracy data/outputs & delays in deliverables
- Provision for Performance Security

# INSURANCES PROVISION

- Professional liability insurance, with a minimum coverage  not less than the total ceiling amount of the Contract];
- Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant "in accordance with the applicable law in the Client's country"];
- Third Party liability insurance, with a minimum coverage "in accordance with the applicable law in the Client's country"];
- Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country
- 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.

Thank you!

**For the Attention**

# Standard Request For Proposal Document contents – Externally Aided Project (EAP)

# SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

*[Note: 'Instructions to Consultants (ITC)' shall not be modified. Any changes necessary to address specific project issues, to supplement (but not over-write) the provisions of ITC, shall be introduced through Data Sheet only]*

**(The presentation covers only important provisions of ITC)**

# SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET (contd..)

- **Introduction -** shortlisted Consultants are invited to submit a Technical and/ or Financial Proposal. The Proposal is the basis for negotiating and signing the Contract.
- **Conflict of Interest -** Consultant is required to provide professional, objective, and impartial advice, holding Client's interests paramount, strictly avoiding conflicts (as specified in the RFP) with other assignments or its own corporate interests, and acting without any consideration for future work.
- **Unfair Competitive Advantage -** fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive advantage from having provided consulting services related to the assignment in question.

# SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET (contd..)

- **Only One Proposal** - shall be submitted by a Consultant. If a Consultant or a JV member, submits or participates in more than one proposal, all such proposals shall be rejected. Sub-consultant, or the Consultant's staff may participate in more than one Proposal if permitted in the Data Sheet.
- **Key Experts** - if it is established that any Key Expert was nominated without his/her consent or was not available at the time of Proposal submission, such Proposal shall be rejected,
  - ➢ The Client may indicate the estimated Key Experts' time input (person-month) or the estimated total cost, but not both. Under the Fixed-Budget selection, only total available budget shall be given.
- **Sub-Contracting** - Consultant shall not subcontract the whole of the Services.
- If a shortlisted Consultant intends to enhance its expertise by associating with other consultants in the form of a JV 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.

# SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET (contd..)

- The Consultant shall submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as required. indicated in the Data Sheet. A wrong format may lead to rejection of the Proposal.
- **Financial Proposal -** shall be prepared using the Standard Forms provided in the RFP.
  - In case of international competitive selection, Consultant may express the price in any fully convertible currency, singly or in combination of up to three foreign currencies.
  - Portion of the price representing local cost, may be required to be stated in the national currency only.
  - For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates may be permitted.

# SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET (contd..)

- **Submission, Sealing, and Marking of Proposals** - the submission can be done by mail or by hand or electronically (as specified), no later than the deadline for submission.
  - Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business.
- **Opening of Technical Proposals** – the Technical Proposals shall be opened in the presence of the shortlisted Consultants who choose to attend.
- **Proposals Evaluation** - shall be done solely on the basis of the submitted Technical and Financial Proposals and as per specified criteria.
  - A Proposal shall be rejected if it does not respond to important aspects of the RFP or if it fails to achieve the specified minimum technical score.

# SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET (contd..)

- **Financial Proposals for QBS** – the Consultant with the top-rank in technical evaluation is invited to negotiate the Contract, and all other Financial Proposals are returned unopened, after the Contract is successfully signed.
- **Public Opening of Financial Proposals for QCBS, FBS, and LCS** - after the technical evaluation, the Client shall notify those Consultants whose Proposals were considered non-responsive, and shall simultaneously notify those Consultants whose Proposals were considered responsive, advising them:
  - the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion,
  - the date, time and location of public opening of their Financial Proposals, allowing sufficient time (not less than 10 business days) for attending the financial opening.

# SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET (contd..)

- **Correction of Errors**
  - items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other items, and no corrections shall be made to the Financial Proposal.
- **For Time-Based Contract:**
  - In case of discrepancy (i) between 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 for respective activities or items, the Technical Proposal shall prevail and the Financial Proposal shall be corrected.
- **For Lump-Sum Contract:**
  - the Consultant is deemed to have included all prices in the Financial Proposal. No price adjustment shall therefore be made, except for discrepancy between the amount in words and figures, where the amount in words shall prevail.

# SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET (contd..)

- **Taxes –** the evaluation of the Financial Proposal shall exclude taxes and duties in the Client's country.
- **Conversion to Single Currency -** for evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- **Quality and Cost-Based Selection -** in 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 with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined score, will be invited to negotiate the Contract.
- **Fixed Budget Selection -** in case of FBS, the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget, will be invited to negotiate the Contract.

# SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET (contd..)

- **Least-Cost Selection -** in case of LCS, the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, will be invited to negotiate the Contract.
- **Negotiations -** will be held only with the duly authorized representative(s) of the Consultant, and the Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
- **Availability of Key Experts -** the invited Consultant shall confirm availability of all Key Experts. Failure to confirm, may result in the rejection of the Proposal.
    - substitution of Key Experts at the negotiations may be considered if due to circumstances outside the reasonable control of the Consultant.
    - The substitute shall have equivalent or better qualifications and experience than the original candidate.

# SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET (contd..)

- **Technical Negotiations -** include discussions of the TOR, methodology, Client's inputs, special conditions of the Contract, and 'Description of Services' etc.
  - These discussions shall not substantially alter the original scope of services or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
- **Financial Negotiations -** include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.
  - If the selection method included cost as a factor in the evaluation, the total offered price for a Lump-Sum contract shall not be negotiated.
  - 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 those typically charged by consultants in similar contracts.

# SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET (contd..)

- **Financial negotiations contd…** under QBS include negotiations of consultant's remuneration and other expenses.
- **Conclusion of Negotiations -** negotiations are concluded with a review of the finalized draft Contract, initialed by the Client and the Consultant's authorized representative.
  - If negotiations fail, the Client shall inform the Consultant in writing of all pending issues and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations, advising the Consultant reasons thereof.
  - The Client will then invite the next-ranked Consultant to negotiate a Contract.
  - Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

# SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET (contd..)

- **Award of Contract -** the Contract shall be signed promptly upon Notification of Award. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

# SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET (contd..)

**Data Sheet - provides the information specific to the country and project such as (the list is not complete and is only illustrative):**

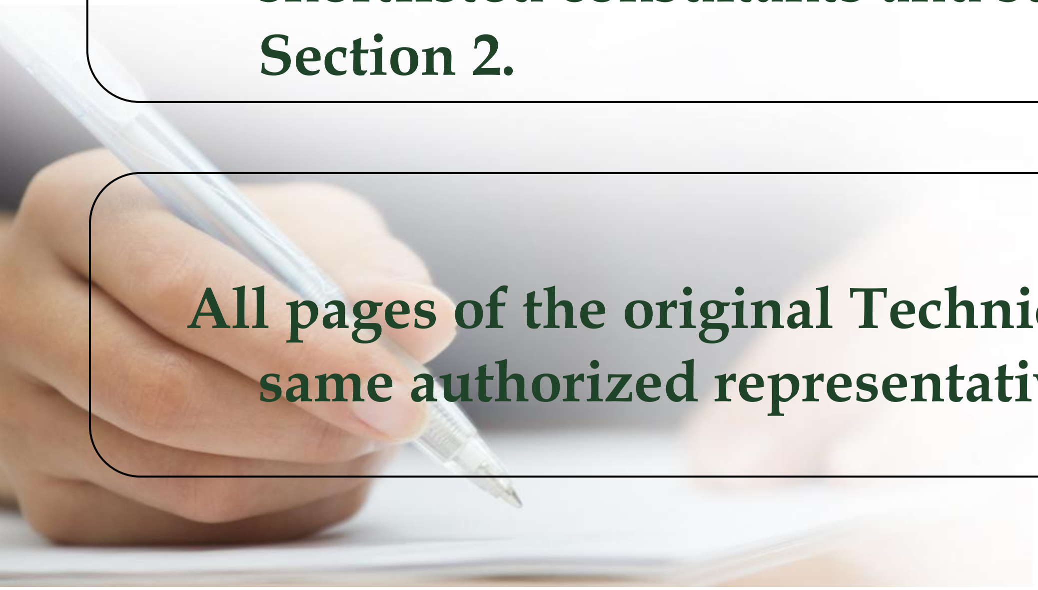
- Particulars of Electronic Procurement System, if applicable
- Method of selection
- Inputs that shall be provided by the Client
- Technical proposal to be submitted - FTP or STP
- Validity of the Proposal
- Estimated input of key experts time or estimated cost of the assignment
- The total available budget (for Fixed-Budget assignment)
- Price adjustment provisions

# SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET (contd..)

**Data Sheet contd…**

- Deadline for submission of proposals
- Date, time and place of opening of technical, and subsequently financial proposals
- Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals
- The minimum technical score (St) required to pass
- Weights given to technical and financial proposals for combined evaluation, if applicable
- Source of selling rate of exchange, and date
- Duration of Standstill Period
- Expected date for the commencement of the Services etc.

# 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.**

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

# SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

## 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 | |

# SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

| Required for FTP or STP ✓ | | FORM | DESCRIPTION | Page Limit |
|---|---|---|---|---|
| ? | | 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. | |
| ? | | 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) | |
| ? | ? | Tech 7 & Tech 8 | Code of Conduct (ES) and SEA/SH Performance Declaration | |

# SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

**Financial Proposal Standard Forms shall be used for 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, including Appendix A "Financial Negotiations – Breakdown of Remuneration Rates" in the case of QBS method
- **FIN-4** Re-imbursable expenses

**(for details of these forms, refer to the SPD)**

# SECTION 6 – FRAUD AND CORRUPTION(EAP)

***(Note: the presentation does not contain full text of the clause. In the actual documents this Section 6, shall not be modified)***

**Purpose**

- The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

**Requirements**

- The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

# SECTION 6 – FRAUD AND CORRUPTION (contd..)

**To this end, the Bank**

- Defines the terms '"corrupt practice", "fraudulent practice", "collusive practice", "coercive practice", and "obstructive practice"
- Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, or any of its personnel etc. has, directly or indirectly, engaged in F&C in competing for the contract;
- In addition to the legal remedies, may take other appropriate actions, like misprocurement, if it determines that representatives of the Borrower engaged in F&C without the Borrower having taken timely and appropriate action;

# SECTION 6 – FRAUD AND CORRUPTION (contd..)

**To this end, the Bank (contd..)**

- Pursuant to the Bank's ACG and sanctions policies, may sanction a firm or individual, and declare it ineligible (i) to be awarded a Bank-financed contract; (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier of an otherwise eligible firm; and (iii) to receive the proceeds of any loan or participate in the preparation of a Bank-financed project;
- Requires that a clause be included in the procurement documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, suppliers, and their sub-contractors etc., permit the Bank to inspect all accounts, records and other documents relating to bid submission and contract performance, and to have them audited by the Bank appointed auditors.

# SECTION 7. TERMS OF REFERENCE

- 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.
- Requirements and Scope of Services for Environment, Social, Health and Safety (ESHS) Key Experts for civil works supervision.
- This Section shall not be used to over-write provisions in Section 2.

# SECTION 8. CONDITIONS OF CONTRACT AND CONTRACT FORMS

**This Section includes two types of standard Contract forms: a Time-Based Contract and a Lump-Sum Contract.**

- These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts above US$300,000 equivalent unless otherwise approved by the Bank.
- Each type includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC") that are specific to each contract and supplement the General Conditions.
- Each standard form of contract incorporates "Fraud and Corruption" (Section 6 of Part I) as Attachment 1 to GCC.

***(The presentation covers only important provisions of the Time-based Contract Form)***

# SECTION 8. CONDITIONS OF CONTRACT AND CONTRACT FORMS (contd..)

## Time-Based Contract

- Time-based contract is appropriate when it is difficult to define the scope and duration of the services, either because they are related to activities dependent on others, or because the input required from the consultants is difficult to assess.
- In time-based contracts, the Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services, and is based on (i) agreed unit rates for the Consultant's experts multiplied by the actual time spent by the experts, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices.
- This type of contract requires the Client to closely supervise the Consultant and to be involved in the day to day execution of the assignment.

# SECTION 8. CONDITIONS OF CONTRACT AND CONTRACT FORMS (contd..)

## Lump-Sum Contract

- Lump-sum 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).
- 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.

# SECTION 8. TIME-BASED CONTRACT – FORM OF CONTRACT

## STANDARD FORM OF CONTRACT

# Consultant's Services

**Time-Based**

# SECTION 8. TIME-BASED CONTRACT – FORM OF CONTRACT

**Form of Contract**

**Time-Based**

- Contract is prepared using the Template given in the RFP.
- Refers to RFP, Consultants' confirmation of having the required professional skills, expertise and technical resources, the Bank financing, terms and conditions of the Loan, and Eligibility conditions.
- Contract includes the GCC, SCC and Appendices with the order of precedence of the documents as SCC, GCC including Attachment 1, Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, and Appendix G.

# SECTION 8. TIME-BASED CONTRACT – IMPORTANT PROVISIONS

**Important provisions include:**

- Law Governing the Contract – this Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- Language – this Contract has been executed in the language specified in SCC, and shall be the binding and controlling language, for interpretation of the Contract
- Communications – any communication shall be in writing and in the specified language
- Location - where services are to be performed is specified in Appendix A
- Authority of Member in Charge - in case of JV, the members authorize the member specified in the SCC to act on their behalf in exercising all rights and obligations towards the Client including receiving of instructions and payments.

# SECTION 8. TIME-BASED CONTRACT – IMPORTANT PROVISIONS (contd..)

Important provisions contd…

- Fraud and Corruption – the Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework (Attachment 1 to the GCC).
- Commissions and Fees - paid or payable to agents or any other party with respect to the selection process or execution of the Contract, shall be disclosed by the Consultant.
- Effectiveness of Contract and Termination - for failure to become effective, at least 22 days notice shall be given before termination. In the event of such a declaration, neither Party shall have any claim against the other Party with respect hereto.
- Commencement of Services – key experts to begin not later than the specified number of days after the Effective Date.

# SECTION 8. TIME-BASED CONTRACT – IMPORTANT PROVISIONS (contd..)

Important provisions contd…

- Expiration of Contract – unless terminated earlier, the Contract expires at the end of the time period specified in the SCC.
- Modifications or Variations – to be made only in writing.
- Force Majeure - means an event beyond the control of a Party, that is not foreseeable, and is unavoidable. Failure of a Party to fulfill any of its obligations is not considered to be a breach of, or default under the contract, if it arises from an event of Force Majeure.
- Suspension – client may suspend all payments to the Consultant if the Consultant fails to perform any of its obligations under this Contract. 30 days period is allowed for rectification after issue of suspension notice.

# SECTION 8. TIME-BASED CONTRACT – IMPORTANT PROVISIONS (contd..)

Important provisions contd…

- Termination – the contract may be terminated by the Client or by the Consultant as per the stated provisions.
- Payment upon Termination – is made as per the provisions specified. In case of termination due to 'Force Majeure' or 'Client discretion', payment shall include reimbursement of any reasonable cost incidental to the prompt and orderly termination, including the cost of the return travel of the Experts.
- Standard of Performance - the Consultant shall perform the Services with all due diligence, efficiency and economy, and shall always act, as a faithful adviser to the Client, and shall provide qualified and experienced Experts and Sub-consultants to carry out the Services.

# SECTION 8. TIME-BASED CONTRACT – IMPORTANT PROVISIONS (contd..)

Important provisions contd…

- Conflict of Interest - the Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests etc.
- Confidentiality - except with the prior written consent of the Client, the Consultant and the Experts shall not communicate to any person or entity any confidential information, and shall not make public the recommendations formulated in the course of, or as a result of, the Services.
- Liability of the Consultant – shall normally be as per the applicable law
- Insurances - to be taken out by the Consultant include professional liability, third party liability, employer's liability and workers' compensation insurance, insurance against loss of or damage to equipment/ property/ documents etc.

# SECTION 8. TIME-BASED CONTRACT – IMPORTANT PROVISIONS (contd..)

Important provisions contd…

- Bank's inspection and audit rights - the Consultant shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank or its nominees to inspect the Site and/or the accounts and records and to have them audited by auditors appointed by the Bank.
- Consultant's Reporting Obligations – are as specified in Appendix A
- Proprietary Rights of the Client in Reports and Records – unless otherwise stated in the SCC, all reports, data and records or material compiled or prepared by the Consultant shall be confidential and become and remain the absolute property of the Client.
- Consultant's Experts – key experts are described in Appendix B.
- Replacement of Key Experts – no changes shall be made in the Key Experts, unless agreed in writing. Key Experts found to be in breach of the Consultant's Code of Conduct (ES) shall be replaced by the Consultant.

# SECTION 8. TIME-BASED CONTRACT – IMPORTANT PROVISIONS (contd..)

Important provisions contd…

- Removal of Experts or Sub-consultants – if any Expert or Sub-consultant has committed serious misconduct or has been charged with a criminal action, or has engaged in F&C, or is found by the Client to be incompetent or incapable in discharging assigned duties, the Consultant shall provide a replacement.
- Change in the Applicable Law Related to Taxes and Duties – if there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost, it shall be to the Client's account.
- Services, Facilities and Property provided by the Client – are as specified in Appendix A
- Counterpart Personnel of the Client – to be made available to the Consultant free of charge (if any) are specified in Appendix A

# SECTION 8. TIME-BASED CONTRACT – IMPORTANT PROVISIONS (contd..)

Important provisions contd…

- Ceiling amount for foreign and local currencies – are specified in the SCC.
- Price adjustment - if applicable is described in SCC. If the Contract is for less than 18 months, price adjustment normally does not apply.
- Remuneration and Reimbursable Expenses – are set forth in Appendix C and Appendix D
- Currency of Payment - Mode of Billing and Payment – bank account details – advance payment, itemized invoices, final payment are detailed in the SCC.
- Interest on Delayed Payments - if the payments are delayed beyond fifteen (15) days after the due date, interest shall be paid to the Consultant at the rate stated in the SCC.

# SECTION 8. TIME-BASED CONTRACT – IMPORTANT PROVISIONS (contd..)

Important provisions contd…

- Settlement of Disputes – the Parties shall seek to resolve any dispute amicably by mutual consultation. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute. If the other Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days, the dispute shall be referred for Arbitration.
- Arbitration – provisions are detailed in the SCC and include adhoc/ institutional arbitration. Performance under the contract shall continue during the arbitration proceedings.

# SECTION 8. TIME-BASED CONTRACT - GCC

**Attachment 1 to General Conditions**

**Fraud and Corruption**

***(Text in this Appendix shall not be modified)***

# SECTION 8. TIME-BASED CONTRACT - APPENDICES

## Appendix A – Terms of Reference

*[This Appendix shall include the final Terms of Reference (TORs)*

*worked out by the Client and the Consultant during the negotiations;*
*dates for completion of various tasks;*
*location of performance for different tasks;*
*detailed reporting requirements;*
*Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; and*
*specific tasks that require prior approval by the Client.*

*Insert the text based on the Section 7 (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 7 of the RFP]*

# SECTION 8. TIME-BASED CONTRACT – APPENDICES (contd..)

## 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's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours. ]*

# SECTION 8. TIME-BASED CONTRACT – APPENDICES (contd..)

## 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. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]*

# SECTION 8. TIME-BASED CONTRACT – APPENDICES (contd..)

## Appendix C – Remuneration Cost Estimates (contd..)

**2.** *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:]*

*"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP submitted by the Consultant prior to the Contract's negotiations.*

*Should these representations be found to be materially inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates with retroactive effect and offset/ recover any excess payments made. If there are no further payments to be made to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client must be made within twelve (12) calendar months"*

# SECTION 8. TIME-BASED CONTRACT – APPENDICES (contd..)

**Model Form I**

**Breakdown of Agreed Fixed Rates in Consultant's Contract**

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

*[insert separate tables for each currency]*

.

.

.

.

Signature________________ Date ________

Name and Title: ______________________

# SECTION 8. TIME-BASED CONTRACT – APPENDICES (contd..)

**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. 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.]*

# SECTION 8. TIME-BASED CONTRACT – APPENDICES (contd..)

## Appendix E - Form of Advance Payments Guarantee

*[Standard text of the bank guarantee for Advance Payment to be used]*

# SECTION 8. TIME-BASED CONTRACT – APPENDICES (contd..)

## Appendix F - Code of Conduct (ES)

*[Applicable for supervision of civil works contracts]*

## Appendix G - Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

*[Applicable to the Consultant, each member of a Joint Venture and each Sub-consultant proposed by the Consultant]*