

**REQUEST FOR PROPOSALS:
RfP No. CDMA/APMDP/TU/CONSULTANT RfP/7**

COUNTRY : INDIA

RPROJECT NAME : ANDHRA PRADESH MUNICIPAL DEVELOPMENT PROJECT (APMDP)

LOAN NO. : 7816-IN

TITLE OF CONSULTING SERVICES : “INTERNAL AUDIT OF ANDHRA PRADESH MUNICIPAL DEVELOPMENT PROJECT (APMDP)”

Section 1. Letter of Invitation

Invitation No : CDMA/TU/CONSULTANTS/RfP/7.

Loan No : 7816-IN

Hyderabad
Dated: 12 Nov. 2010

Dear M/s

1. Government of India has received a loan from the International Bank for Reconstruction and Development (IBRD) towards the cost of Andhra Pradesh Municipal Development Project (APMDP) and intends to apply a portion of this loan to eligible payments under this Contract for which this Request for Proposals is issued.

2. The **Commissioner & Director of Municipal Administration, Government of Andhra Pradesh, Hyderabad** now invites Proposals to provide the following Consulting Services for “**Internal Audit of Andhra Pradesh Municipal Development Project (APMDP)**”.

More details on the Services are provided in the attached Terms of Reference to this RFP.

3. The Request for Proposal [RFP] has been addressed to the following shortlisted consultants:

1. PAN Net Work Pvt Ltd., Kolkata
2. J.L. Jain & Co, New Delhi
3. LEA Associates South Asia Pvt Ltd, New Delhi
4. N.C. Mittal & Co., New Delhi
5. i) PSP Financial Consultants Pvt Ltd (Taxila Initiatives) & Association with
ii) Singh Ray Mishra & Co, Kolkata
6. Ernst & Young Infrastructure Professionals Enterprise Pvt.Ltd (Lead),
New Delhi
7. Blooms Solutions Pvt.Ltd., Hyderabad
8. CAPITAL Fortunes Pvt.Ltd, Hyderabad
9. Price Water House Coopers Pvt Ltd, Hyderabad
10. Jukanti & Associates, Hyderabad.

It is not permissible to transfer this invitation to any other firm

Consultant

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4. A firm will be selected under Least Cost Selection (LCS) procedures described in this RFP in accordance with the policies of the International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)] detailed in the Guidelines – Selection and Employment of Consultants by World Bank Borrowers which can be found at the following website: www.worldbank.org/procure.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract.
6. Please inform us within a week of receipt of this invitation, in writing to the following address: The Project Director, MSU-APMDP, O/o Commissioner & Director of Municipal Administration, 5th Floor, 640, Kashana, A.C. Guards, Hyderabad – 500 004, Andhra Pradesh, India. upon receipt.
 - that you received the letter of invitation; and
 - whether you will submit a proposal alone or in association as a Joint Venture confirming joint and several liability or as Sub-consultants.

Yours sincerely,

(Solomon Arokiaraj, IAS.,
Project Director, APMDP)

Consultant

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SECTION 2- INSTRUCTIONS TO CONSULTANTS

1. The Government of India has received/applied for a loan (credit) from the International Bank for Reconstruction and Development/the International Development Association in various currencies equivalent to US\$ 300 million towards the cost of **Andhra Pradesh Municipal Development Project (APMDP)** and intends to apply the proceeds of this loan (credit) to eligible payments under the contract for which this invitation for proposal is issued.
- 2.* In order to obtain first hand information on the assignment and the local conditions, it is considered desirable that a representative of your firm visit **APMDP** before the proposal is submitted. Your representative may meet the following officials:

**Solomon Arokiaraj, IAS.,
Project Director, APMDP,
Commissioner & Director of Municipal Administration,
5th Floor, 640, Kashana,
Hyderabad, AP.
Tele No. 23435584, Fax No. 23435589**

Please ensure that advance intimation regarding your visit is sent to enable them to make appropriate arrangements.

- 3.* A pre-proposal conference open to all prospective consultants will be held on **27 December 2010 @ 1500 hrs** in the **office of the Project Director, APMDP**. The prospective consultant will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information.

* *Delete if considered not required.*

4. Please note that if you consider that your firm does not have all the expertise for the assignment, there is no objection to your firm associating with another firm to enable a full range of expertise to be presented. However, joint ventures between firms on the shortlist are not permitted except with the prior approval of **Client**. The request for a joint venture should be accompanied with full details of the proposed association and confirming joint and several liabilities.
5. It is estimated that about **(24)** man-months of services will be required for the study and generally you should base your financial proposal on this figure. However, you should feel free to submit an alternative proposal on the basis of man-months considered necessary by you to undertake the assignment.

6. We wish to remind you that any manufacturing or construction firm with which you might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
7. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
8. You are requested to hold your proposal valid for 90 days from the date of submission without change of personnel proposed for the assignment and your proposed price. The **Client** will make its best efforts to select a consultant firm within this period.
9. Please note that the cost of preparing a proposal and of negotiating a contract including visits to **APMDP office , Hyderabad** if any is not reimbursable as a direct cost of the assignment.
10. Submission of Proposals
 - (A) Proposals should be compiled in two parts namely Technical and Financial which should include the following information:
 - (a) **Technical Proposal**
 - (i) A brief description of the firm/organization and an outline of recent experience on assignments/ projects of similar nature executed during the last **3 years** in the format given in Form F-1.
 - (ii) Any comments or suggestions of the consultant on the Terms of Reference (TOR) and on the data, services and facilities to be provided by the Form F-2.
 - (iii) A description of the manner in which consultants would plan to execute the work, work plan time schedule and the approach/methodology proposed for carrying out the required work in Form F-3.
 - (iv) The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.
 - (v) Curricula Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curricula vitae should follow the attached Format (F-5) duly signed by the concerned personnel.

- (vi) Consultants Work program and time schedule for key personnel in Form No.F-6.

(b) **Financial Proposals**

The financial proposals should include the Schedule of Price Bid in Form No.F-7 with cost break-up.

- (B) Two copies of the proposals should be submitted to **The Project Director, MSU- APMDP, O/o Commissioner & Director of Municipal Administration, 5th Floor, 640, 'Kashana', Hyderabad- 500004, Andhra Pradesh India.**

- 11.1 The "**Technical**" and "**Financial**" proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/schedules attached. The first envelope marked "**Technical proposal**" should include the description of the firm/organization, the firms general experience in the field of assignment, the qualification and competency of the personnel proposed for the assignment and the proposed work plan methodology and approach in response to suggested terms of reference. **The first envelope should not contain any cost information whatsoever.** The second envelope marked '**FINANCIAL PROPOSAL**' must also be sealed with sealing wax and initialled twice across the seal and should contain the detailed price offer for the consultancy services.

You will provide detailed break down of costs and fees as follows:

- Staffing billing rate plus overheads;
- Travel and accommodation;
- Report reproduction; and
- Taxes etc.

Both the sealed envelopes should again be placed in a sealed cover which will be received in the office of **The Project Director, MSU- APMDP, O/o Commissioner & Director of Municipal Administration, 5th Floor, 640, 'Kashana', Hyderabad- 500004, Andhra Pradesh India.** upto 12.00 hours on **Dec. 2010.**

11.2 Opening of proposal

The proposals (first envelope containing technical proposal only) will be opened by the **Project Director, MSU- APMDP** or his authorized representative in his office at **15.30** hours on **15 Dec. 2010.** It may please be noted that the second envelope

containing the detailed price offer will not be opened until technical evaluation has been completed and notified to all consultants.

12. Evaluation

12.1 A two-stage procedure will be adopted in evaluating the proposals: i) a technical evaluation, which will be carried out prior to opening any financial proposal; ii) a financial evaluation. Firms will be ranked using a combined technical/financial score, as indicated below.

12.2 Technical Proposal

The evaluation committee appointed by the Client will carry out its evaluation applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (St).

- (i) the consultant's relevant experience for the assignment (5 points);
- (ii) the quality of the methodology proposed (25 points); and
- (iii) the qualifications of key staff proposed for the assignment (70 points).

Curriculum vitae of senior personnel in each discipline for assessing the qualifications and experience of the personnel proposed to be deployed for the studies should be included with the proposal (in the format of the sample curriculum vitae). These personnel will be rated in accordance with:

- (i) General qualifications - (30 points)
- (ii) Adequacy for the project (suitability to perform the duties for this assignment. These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm etc) - (60 points)
- (iii) their language and experience in the State of Andhra Pradesh region - (10 percent)
- (iv) Involvement in skills transfer program and training ability - (5 points)¹

Quality and competence of the consulting service shall be considered as the paramount requirement. A proposal shall be rejected at this stage if it does not respond to important aspects of RFP and the Terms of Reference. Technical proposals scoring not less than 80% of the total points (st) will only be considered for financial evaluation. The client shall notify the consultants, the results of the technical evaluation and invite those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time.

The price envelopes of others will not be considered and returned unopened after completing the selection process.

12.3 Financial Proposal

12.3.1 Opening:

The financial proposal of all proposals (those scoring 80% and more in technical) shall be opened in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores and the proposed prices shall be read out and recorded. The client shall prepare minutes of bid opening.

12.3.2 Evaluation:

The evaluation committee will determine if the financial proposals are complete and without computational errors. Arithmetical errors will be corrected .The client will select the consultant submitting the lowest financial proposal (Fm) from among those that got the minimum technical score (80 %) and invite it for negotiations. as indicated below.

13. Negotiations

- 13.1 Prior to the expiration period of proposal validity, the Client will notify the selected Consultant in writing by registered letter, or facsimile or e-mail and invite it to negotiate the Contract.
- 13.2 Negotiations normally take a day. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of Negotiations.
- 13.3 Negotiations will commence with a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions the consultant made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting. Special attention will be paid to optimize the required outputs from the Consultants and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 13.4 Having selected Consultants, among other things, on the basis of an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis these staff named in the proposal and, prior to contract negotiations, will require assurance that these staff will be actually available. The Client will not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.
- 13.5 Changes agreed upon in the negotiations will then be reflected in the draft contract, using proposed unit rates **(no negotiation of the unit rates, including the man month rates)**.

- 13.6 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Consultants will finalize the contract to conclude negotiations.
- 13.7 The Contract will be awarded after successful negotiations, with the selected Consultant. If negotiations fail, the Client will invite the Consultants having obtained the second highest score to Contract negotiations. Upon successful completion, the Client will promptly inform the other Consultants that their proposals have not been selected.
14. Please note that the **Client** is not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, the **Client** does not bind itself in any way to select the firm offering the lowest price.
15. Assuming that the contract can be satisfactorily concluded in **December, 2010** . (month/year), you will be expected to take-up/commence with the assignment in **December, 2010**. (month/year).

SECTION 3: TECHNICAL PROPOSAL **TECHNICAL PROPOSAL SUBMISSION FORM**

Hyderabad,
Dated:

To:

**The Commissioner & Director of Municipal Administration,
640, 'Kashana', A.C. Guards, Hyderabad- 500004, Andhra Pradesh India.**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “**Internal Audit of Andhra Pradesh Municipal Development Project (APMDP)**” in accordance with your Request for Proposal dated **Nov. 12, 2010** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant*]¹ as a Joint Venture confirming joint and several liability or as sub-consultants (*strike out which ever is inapplicable*).

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 8 of Instruction to Consultants (ITC), we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 15 of ITC.

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: _____

Name of Firm: _____

Address: _____

1 [Delete in case no association is foreseen.]

FORM F-1 - ASSIGNMENTS OF SIMILAR NATURE
SUCCESSFULLY COMPLETED DURING LAST 3 YEARS

1. Brief Description of the Firm/Organization:

2. Outline of recent experience on assignments of similar nature:

<u>Sl.No.</u>	<u>Name of assignment</u>	<u>Name of project</u>	<u>Owner or sponsoring authority</u>	<u>Cost of assignment</u>	<u>Date of commencement</u>	<u>Date of completion</u>	<u>Was assignment satisfactorily completed</u>
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below the rank of Superintending Engineer or equivalent.)

TECHNICAL PROPOSAL FORM F2
COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

TECHNICAL PROPOSAL -FORM F-3

METHODOLOGY AND WORK PLAN TIME SCHEDULE

A. A short note on the line of approach and methodology outlining various steps for performing the study.

B. Work plan

SL. No.	Item	Monthwise Program											
		1	2	3	4	5	6	7	8	9	10	11	12

C. Compilation and submission of reports

Serial No	Name of the Report	Date of proposed submission
1	Inception Report	
2	Interim status Report	
3	Draft final report	
4	Final report	

Amend details as appropriate

TECHNICAL PROPOSAL-FORM NO.F-4**Composition of the Team Personnel and the task which would be assigned to each Team Member**1. Technical/Managerial Staff

Sl.No.	Name	Position	Task assignment

2. Support Staff

Sl.No.	Name	Position	Task assignment

TECHNICAL PROPOSAL - FORM F-5

FORMAT OF CURRICULUM VITAE

FOR MEMBERS OF CONSULTANT'S TEAM

1. Name:
2. Profession/
Present Designation:
3. Years with Firm/Organization: _____ Nationality:
4. Area of Specialization:
5. Proposed Position on Team:
6. Key Qualifications:

(Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.)

7. Education:

(Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/colleges, etc., dates attended and degrees obtained. Use up to a quarter page.)

8. Experience:

(Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page.)

9. Languages:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.)

Signature of Staff Member

Date:

TECHNICAL PROPOSAL FORM F-6

WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL

MONTHS

<u>Name</u>	<u>Position</u>	Months												Total Numbe r of Man
		1	2	3	4	5	6	7	8	9	10	11	12	
TOTAL														

Field Full Time _____ Part time _____

Activities Duration Total

Consultant

C&DMA

FINANCIAL PROPOSAL
- FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

**The Commissioner & Director of Municipal Administration,
 640, 'Kashana', A.C. guards, Hyderabad, 500004, Andhra Pradesh, India.**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “**Internal Audit of Andhra Pradesh Municipal Development Project (APMDP)**” in accordance with your Request for Proposal dated Nov. 12, 2010 and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*]. inclusive of all taxes.

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 Paragraph 8 of ITC.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below¹:

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

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: _____

Name of Firm: _____

Address:

- 1 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

FINANCIAL PROPOSAL – FORM F 7
COST ESTIMATE OF SERVICES

Remuneration of Staff

<u>Staff</u>	<u>Name</u>	<u>Daily (Monthly) Rate in Rupees</u>	<u>Working Days</u>	<u>Total Cost In Rupees</u>
a) Team Leader				
b)				
c)				
d)				
e)				
Sub Total Staff Cost				

Out-of-Pocket Expenses:

Item	Rate per unit (specify)	No of units	Cost
Per diem for staff*			
Air travel			
Local transportation			
Others (specify)@			
Sub total			

Summary

Sub total -staff	Rs
Su b total- Out of Pocket expenses	Rs
Consultancy services tax	Rs

Consultant

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<u>Grand total</u>	<u>Rs</u>
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*** per diem is fixed per calendar day**

@ to include reporting costs, communication, office expenses, portorage ,in-out expenses, airport taxes and such other travel related expences as appilicable

SECTION 5-TERMS OF REFERENCE

The Terms of Reference should include the following:

1. Background:
2. A concise statement of objectives:
3. An outline of the tasks to be carried out:
4. Schedule for completion of tasks:
5. Data, services and facilities to be provided by the Client:
6. Final outputs (i.e., Reports, drawings etc.)That will be required of the Consultant;
7. Composition of review committee and review procedure to monitor consultants work;
 - A review committee (to be restricted to three members) consisting of following officers of the _____ Department will review all reports of consultants (inception, progress, intermediate and draft final) and suggest any modifications/changes considered necessary within 15 days of receipt.
8. List of key positions, whose CV and experience would be evaluated.

S No.	Key Position	Area of Specific Expertise desired	Minimum Qualification and Professional Experience Desired

Consultant

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**SECTION 6-STANDARD FORM OF CONTRACT FOR
CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS
(IBRD/IDA FINANCED)**

CONTRACT No. *[insert]*

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*¹.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

- 2. Term**

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

- 3. Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

¹ Avoid use of "P.O. Box" address

B. Schedule of Payments

The schedule of payments is specified below²:

[insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency]

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

4. Project Administration

A. Coordinator.

The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Inspections and Auditing

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide

² Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank’s sanctions procedures.

- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software³.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of *[insert government]*, and the language of the Contract shall be⁴ *[insert language]*
- 13. Dispute Resolution⁵** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to

³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

⁴ The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language.

adjudication/arbitration in accordance with the laws of the Client's country.

14. Termination The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

⁵ In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel and corresponding unit rates

Annex C: Consultant's Reporting Obligations