

CONSULTANCY CONTRACT

<<Client's Country Name>>

<<Assignment Title>>

between

<<Client's Legal Name>>

and

<<Consultant's Legal Name>>

<<Date of Contract>>

CONSULTANCY CONTRACT

Contract No: <<Client Contract Reference; or use EBRD-provided C-number>> dated <<Date of Contract>> between <<Client's Legal Name>> of <<Client's Address>> (the “Client”), and <<Consultant's Legal Name>> of <<Consultant's Address>> (the “Consultant”).

PREAMBLE

WHEREAS by an Agreement dated <<Date of the Loan>> (the “Loan/Subscription Agreement”) between the Client and the **European Bank for Reconstruction and Development** (the “Bank”, **EBRD**), an international financial institution established under the Agreement Establishing the European Bank for Reconstruction and Development, a multilateral treaty signed in Paris on 29th May 1990, with its headquarters at One Exchange Square, London EC2A 2JN, United Kingdom, the Bank has agreed to make funding available to the Client for the purpose of financing <<Project Title as per the EBRD's DTM Number – include DTM number>> (the “Project”);

OR

WHEREAS the **European Bank for Reconstruction and Development** (the “Bank”, **EBRD**), an international financial institution established under the Agreement Establishing the European Bank for Reconstruction and Development, a multilateral treaty signed in Paris on 29th May 1990, with its headquarters at One Exchange Square, London EC2A 2JN, United Kingdom, has been requested to consider financing an investment project (the “Project”) to be implemented by the Client;

OR

WHEREAS the **European Bank for Reconstruction and Development** (the “Bank”, **EBRD**), an international financial institution established under the Agreement Establishing the European Bank for Reconstruction and Development, a multilateral treaty signed in Paris on 29th May 1990, with its headquarters at One Exchange Square, London EC2A 2JN, United Kingdom, has been requested to consider financing a technical cooperation project (the “Project”) to be implemented by the Client.

WHEREAS the Client has requested the Consultant to provide services (the “Services”) necessary for the effective <<preparation and/or implementation>> of the Project;

WHEREAS the Consultant has agreed to provide the Services on the terms and conditions set forth in this Contract;

WHEREAS by an Agreement between the Client and the Bank (the “Loan Agreement”), the Bank has agreed to make funds available for the purpose of contributing to the financing of the Services from the <<Donor or Donor Fund name>> up to <<Amount, including currency>> as a grant (the “Grant”).

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

1.01 Definitions

In this Contract, the following capitalised terms shall have the following meanings:

- a) **Bank or EBRD:** means the European Bank for Reconstruction and Development.
- b) **Budget Breakdown:** means (i) in a Fee Based Contract, the schedule, which itemises rates, per diem allowances and the provision for any reimbursable expenses and (ii) in a Lump Sum Contract, the schedule on which the Maximum Contract Amount is expressed on an all-inclusive basis.
- c) **Client:** means the party to whom the Services under this Consultancy Contract shall be delivered.
- d) **Consultant:** means the party who will perform the Services.
- e) **Country of Assignment:** means the country wherein the Services are to be provided and/or the country of the Client.
- f) **Disclosure Actions:** means such action as defined in the Bank's Enforcement Policy and Procedures.
- g) **Donor:** means the provider of the Grant funds as specified in the Preamble Grant Agreement, if applicable.
- h) **Enforcement Actions:** means such action as defined in the Bank's Enforcement Policy and Procedures.
- i) **Enforcement Policy and Procedures:** means the Bank's Enforcement Policy and Procedures, as amended from time to time, and any policy or procedures adopted by EBRD, as a successor to or replacement of such policy and procedures.
- j) **Experts:** means those individuals listed in Schedule B who will be performing the Services.
- k) **Fee Based Contract:** means a contract under which services are provided on the basis of chargeable time at a fixed fee rate.
- l) **"ILO Core Conventions and Protocols"** means the following International Labour Organisation conventions: C087 on Freedom of Association and Protection of the Right to Organise (1948), C098 on the Right to Organise and Collective Bargaining (1949), C029 on Forced Labour (1930) and its supplementing protocol P029 (2014), C105 on the Abolition of Forced Labour (1957), C100 on Equal Remuneration (1951), C111 on Discrimination (Employment and Occupation) (1958), C138 on Minimum Age (1973) and C182 on the Worst forms of Child Labour (1999).
- m) **Lump Sum Contract:** means a contract under which the services are provided on the basis of an agreed all-inclusive payment.

- n) **Maximum Contract Amount:** means the maximum amount to be paid to the Consultant under this Contract, including all fees, allowances and reimbursable expenses as set out in Appendix 1 excluding any indirect taxes (including VAT) chargeable in respect of this Contract or the Services provided hereunder, which are not otherwise recoverable by the Consultant.
- o) **Mutual Enforcement Institution:** means an international organisation that has entered into an agreement with the Bank, pursuant to which such institution and the Bank agree to the mutual enforcement of debarment decisions made by each other, provided that such other institution has given notice to the Bank that it has fulfilled all requirements for the implementation of such agreement and has not subsequently withdrawn from such agreement.
- p) **Operation Leader:** means the Bank staff member responsible for monitoring the implementation of the Consultancy Contract on behalf of the Bank.
- q) **Project Complaints Mechanism:** means the accountability mechanism of the Bank as set forth under the Project Complaint Mechanism (PCM) Rules of Procedure dated May 2014, as such
- r) **Prohibited Practices:** has the meaning as defined in the Enforcement Policy and Procedures in effect as of the date of this Contract.
- s) **Services:** means the services to be performed by the Consultant as set out in this Contract.
- t) **Terms of Reference:** means the requirements and the objectives in respect of the provisions of Services, specifying, where relevant the methods and resources to be used by the Consultant and/or the results to be achieved and as set out in Schedule A.
- u) **Third Party Finding:** means a final judgment of a judicial process in a member country of the Bank or a finding by the enforcement (or similar) mechanism of an international organisation, which is not a Mutual Enforcement Institution, that an individual or entity has engaged in a Prohibited Practice or equivalent act of that member country or international organisation.

1.02 Interpretation

- (a) The headings in this Contract are for convenience only and shall not affect its interpretation.
- (b) In this Contract, reference to an Act is to such Act and to the regulations made pursuant to such Act as such Act and regulations may at any time be amended or modified and in effect, and to any act or regulations that may be passed that have the effect of supplementing or superseding such act or regulations.
- (c) In this Contract, a reference to any gender includes a reference to all other genders, the singular number shall include the plural and vice versa and references to persons shall include bodies corporate, unincorporated associations and partnerships. Reference to a person shall include successors and permitted assigns.

1.03 **The Services**

The Consultant shall perform the Services under this Contract in accordance with the Terms of Reference set forth in Schedule A.

1.04 **Start Date**

The Consultant will commence the Services no later than the dates or events specified in Appendix I.

ARTICLE II

Expert(s)

2.01 **Expert(s)**

- (a) The Services shall be carried out by the Experts specified in Schedule B for the respective periods of time which may be indicated in this Contract. The Consultant and the Client may agree upon minor adjustments to such periods as may be appropriate to ensure the efficient performance of the Services, provided that such adjustments will not cause payments made under the Contract to exceed the Maximum Contract Amount.
- (b) The Consultant may grant the Experts holiday and sick leave in accordance with its usual practice provided that the Services are provided within the time frames indicated in Appendix 1 and Schedule A. If the holidays and sick leave cause disruption to the Project, the Client may require leave to be limited to four (4) weeks in a year.
- (c) Except as the Client may otherwise agree no changes shall be made in the Experts, provided, however, that if for any reason beyond the reasonable control of the Consultant it becomes necessary to replace any of the Experts, the Consultant shall forthwith assign as a replacement, a person of equivalent or better qualification, at the same rate of remuneration set out in Schedule B. In this event prior written agreement from the Client will be necessary.
- (d) In the event that any Expert is found by the Client to be incompetent in discharging their assigned duties, the Client may request the Consultant forthwith to provide a replacement person with qualifications and experience acceptable to the Client.
- (e) Any expenses incurred by reason of replacement of Experts pursuant to Clause 2.01 (c) or (d) shall be borne by the Consultant. Except as the Client may otherwise agree the Consultant shall bear all additional travel and other costs arising out of or incidental to any replacement and the remuneration to be paid for the replacement person shall not exceed the remuneration which would have been payable to the person replaced.

2.02 **Project Manager**

The Consultant shall ensure that at all times during which the Services are provided in the Country of Assignment, a project manager, acceptable to the Client, shall take charge of such operations (the "Project Manager"). The Project Manager shall be responsible for liaison between the Consultant's Headquarters and the Client. The Project Manager shall be responsible for providing progress reports on delivery of the Services within a reasonable time upon request by the Client.

ARTICLE III

Payments to the Consultant

3.01 **Maximum Contract Amount**

- (a) Payments under this Contract shall not exceed the Maximum Contract Amount specified in Appendix I.
- (b) The Maximum Contract Amount does not include indirect taxes (including VAT) on Services, if chargeable in respect of the Services or this Contract provided hereunder.
- (c) Any indirect taxes chargeable in respect of this Contract or the Services provided hereunder shall be paid by the Client for the Consultant. The provision of this Sub-Clause is not applicable to indirect taxes chargeable in respect of any sub-contract or services provided by of the Consultant's subcontractors to the Consultant.

3.02 **Currency Payment**

Except as otherwise agreed between the Client and the Consultant any payment under this Contract shall be made in the currency specified in Appendix I.

3.03 **Fees of the Consultant**

- (a) The Client shall pay or cause to be paid to the Consultant amounts properly due in respect of the Services, subject to the Maximum Contract Amount, plus any indirect taxes (including VAT) payable, and the terms of this Contract.
- (b) Where the fees are expressed in terms of daily rate, the time spent in performing the Services shall be determined on the basis of the number of working days actually spent by the Expert in performing the Services including necessary travel time. Except as otherwise agreed between the Client and the Consultant, no payments shall be made to the Consultant in respect of work performed other than during the Term of Engagement specified in Appendix I. Calculation of fees payable on a monthly basis shall be based on a maximum of twenty-two (22) working days per calendar month.
- (c) Where the fees are expressed in terms of a daily rate, the fee – unless otherwise specified in Schedule B - shall include the Consultant's and/or Experts':

- (i) overhead;
- (ii) ancillary services, such as secretarial and research services;
- (iii) administrative expenses, such as e-mail, telephone and documentation expenses,
- (iv) equipment and office supplies; and
- (v) other sundry and miscellaneous expenses that may be incurred for the purpose of the services, unless otherwise specified in Schedule B.

Per diem and allowances, if any, shall be paid separately in accordance with Schedule B.

- (d) Where the fees are expressed in terms of a lump sum against deliverables, the fee shall include the Consultant's and/or Experts':
 - (i) overhead;
 - (ii) ancillary services, such as secretarial and research services;
 - (iii) administrative expenses, such as e-mail, telephone and documentation expenses,
 - (iv) equipment and office supplies; and
 - (v) other sundry and miscellaneous expenses including any per diem and allowances that might be applicable and may be incurred for the purpose to the services unless otherwise specified in Schedule B.
- (e) The overhead, whether daily-rate or lump sum, specified in Schedule B shall be deemed to include provision for all leave, insurance, social welfare or pension charges or contributions to which the Consultant and/or Expert may be or may become liable to pay (by law or by agreement) during the Term of Engagement. The Consultant has full and sole responsibility for complying with all applicable laws, regulations, administrative rules and guidance in this respect and shall indemnify the Client against any claim made against the Client for non-compliance, thereof, whether made before or after the termination or expiry of the Contract.

3.04 Allowances and Expenses of the Consultant

Where the Contract is a Fee Based Contract, the Consultant may be paid the following allowances, costs and expenses at the rates and if so provided in Appendix B, subject to the provisions of the Contract:

- (a) a per diem allowance for each night the Expert is required by the Contract to be away from his or her usual place of residence. The per diem allowance shall cover costs of the hotel room, food and incidental expenses, but not local travel. The reimbursement rates shall be set out in Appendix I. No per diem allowance shall be paid for periods of leave or for the day of return.
- (b) an accommodation allowance when the Expert is required by the Contract to be away from the usual place of residence and to reside in the Country of Assignment for a period of three (3) months or more. For the purpose of determining this period as well as the entitlement to the allowance, short absences from the Country of Assignment shall not be counted.
- (c) transport expenses actually and properly incurred by the Expert(s) in travelling for the purpose of the Services. All travel should be via the most cost effective routes and methods available; air travel is only authorised at Economy Class fare (commonly designated as fare basis Y). Original ticket stubs and invoices shall be required as evidence of payment, together with boarding cards and travel agency receipts. Travel by train may be made in

first class, apart from EuroStar, which shall be by second class. Travel by a private car may only be used if expressly stated in the Contract. Private car costs shall be reimbursed at the mileage specified in Schedule B.

- (d) other miscellaneous expenses of the Consultant or the Expert(s) arising directly out of the Services, to the extent they are specified in Schedule B.

All reimbursable expenses shall be reimbursed at actual cost, and only on submission of evidence of the cost, unless otherwise explicitly provided in Schedule B, and in no event shall reimbursement be made in excess of the Maximum Contract Amount.

3.05 Valuation of Currencies

Where it shall be necessary to determine the equivalent of an amount in one currency in terms of another for the purposes of:

- (a) calculating the Maximum Contract Amount; or
- (b) making payments in respect of reimbursable expenses

the conversion shall be made on the basis of the exchange rate set out on xe.com on the first Monday of the month of the invoice, if it is convertible, or against submission of evidence of the exchange rate applied when purchasing local currency for the corresponding reimbursable expenses.

3.06 Payment of Fees and Expenses

Billings and payments in respect of the Services shall be made as follows:

- (a) Where the Term of Engagement is less than two months, the fees, per diem allowance and reimbursable expenses owing to the Consultant, shall be payable upon satisfactory completion of the Term of Engagement or termination of the Contract whichever is earlier after deduction of any advance payments made to the Consultant.
- (b) When the Term of Engagement is two months or more, the Consultant shall be paid in such periodic instalments as specified in the Contract.
- (c) If stated in Appendix I, the Client shall make an advance payment (the "Advance") as an interest-free loan for mobilisation. Any Advance will only be paid to the Consultant after provision by the Consultant to the Client of an acceptable bank guarantee in an amount equal to, and in the currency of, the Advance, valid until the Advance has been completely offset as provided in Appendix I. The advance payment guarantee shall be issued by a reputable bank or financial institution selected by the Consultant and shall be in the form in Schedule C or in another form approved by the Client.

Within thirty (30) days of receiving a correctly presented invoice from the Consultant for the advance payment (if any) the Client shall pay or cause to be paid the advance payment to the Consultant subject to the conditions set out in Appendix I.

- (d) The Consultant shall submit to the Client an itemised invoice in respect of the relevant period during the Term of Engagement showing the amounts payable under the Contract, supported by such receipts, vouchers, invoices, time sheets and other evidence as the Client

may reasonably require. The details of the bank account, as set out in Appendix I, where payment shall be made must be supplied on each invoice. Invoices shall be submitted and payments made in accordance with Appendix I and with the Payments provisions specified in Schedule B.

- (e) If the payment schedule provides for payments against deliverables, as soon as practicable and no later than the fifteenth (15th) day after a deliverable has been appropriately approved by the Client, the Consultant shall submit to the Client, an invoice itemised according to Schedule B, expressed in the currencies provided for in Clause 3.02 of the Contract and accompanied by appropriate evidence of the submission and approval of the deliverable, as well as by receipted invoices, vouchers, tickets and other appropriate supporting materials as applicable, of the amounts payable.
- (f) The Client may withhold or cause to be withheld payment of all or any portion of an invoice that is not satisfactorily supported with such documentation that is reasonably requested provided, however, that if any discrepancy should be found to exist at any time between payment actually made to the Consultant and costs authorised to be incurred by such a Consultant, the Client may add or subtract the difference from any subsequent payment(s).
- (g) Payments in respect of any costs that would exceed the estimates set forth in Schedule B may be chargeable to the contingency amounts provided for in the respective estimates only if such costs are approved by the Client in writing prior to being incurred, and subject always to the Maximum Contract Amount not being exceeded.
- (h) Final payment under this Clause 3.06 shall be made only after the final report and a final invoice, identified as such, have been submitted by the Consultant and approved as satisfactory by the Client.
- (i) Any payment made by the Client of (i) amounts not due under the Contract, or (ii) any amount in excess of the fees and costs actually incurred, (except as applicable when payments have been agreed to be made as a fixed fee or lump sum against deliverables) will be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of relevant notice.
- (j) All payments to the Consultant under this Contract shall be made solely to the bank account of the Consultant specified in Appendix I.

ARTICLE IV

Undertakings of the Client

4.01 Confirmation

The Client confirms that it has the power to enter into and perform this Contract and that the Contract constitutes a legal, valid and binding obligation of the Client enforceable in accordance with its terms.

4.02 Taxes and Duties

- (a) Subject to Clause 5.03, the Client shall use its best efforts to ensure that the Government of the Country of the Assignment shall exempt the Consultant from any taxes, duties, fees, levies and other impositions imposed under the laws and regulations which are in effect in the Country of Assignment, provided that if the Client cannot obtain such exemption any such tax shall be borne by the Client. Any such tax shall not be calculated or included as part of the Maximum Contract Amount.
- (b) The Client's obligation to seek exemption from taxes, duties, fees, levies and other 'charges' applies in respect of the following:
 - (i) any payments made to the Consultant, other than payments to nationals of the Country of Assignment, in connection with the carrying out of the Services; and
 - (ii) equipment, materials and supplies brought into the Country of Assignment for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn therefrom; and
 - (iii) any property brought into the Country of Assignment by the Consultant, the Expert(s), or the eligible dependants of the Expert(s) for their personal use or consumption which will be consumed in the Country of Assignment or will subsequently be withdrawn therefrom upon the departure of the Consultant and the Expert(s) from the Country of Assignment.
- (c) Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided under this Contract will be treated as the property of the Client.
- (d) The Consultant and the Expert(s) shall follow the usual customs procedures in the Country of Assignment concerning the import of property.
- (e) If the Consultant or Expert(s) fail to withdraw, and instead disposes in the Country of Assignment, any property upon which customs duty and taxes have been exempted, the Consultant shall pay such customs duties and taxes in conformity with the applicable regulations.

4.03 Assistance with Local Requirements

To the extent it is able, the Client shall use its best efforts to:

- (a) assist the Consultant and each of the Expert(s) to obtain the necessary work permit(s) and such other documents as shall be necessary to enable them to perform the Services;
- (b) if applicable, assist the Expert(s) and, if appropriate their eligible dependants, to obtain all necessary entry and exit visas, residence permits, exchange permits and travel documents required for any stay in the Country of Assignment to perform the Services.
- (c) facilitate clearance through customs of any property required for the Services and of the personal effects of the Expert(s) and their eligible dependants;
- (d) provide all such information to government officials, agents and representatives as may be necessary or appropriate for the prompt and effective performance of the Services; and

- (e) assist the Consultant, the Expert(s) or approved sub-contractors employed by the Consultant for the Services to be exempted from requirements to register or obtain any permit to practice their relevant profession(s) or to establish themselves either individually or as a corporate entity according to the laws of the Country of Assignment.

4.04 Access to Land

The Client warrants that the Consultant and Expert(s) shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client shall be responsible for any damage to such land or property thereon resulting from such access (other than damage caused by the wilful default or negligence of the Consultant or the Expert(s)) and the Client shall indemnify the Consultant and each of the Expert(s) in respect of liability for any such damage.

4.05 Services, Facilities and Equipment

The Client shall make available to the Consultant and the Expert(s), for the purpose of the Services, in a timely manner and free of any charge, the counterparts, services, facilities, equipment and property described in Schedule A.

ARTICLE V

Undertaking of the Consultant

5.01 General Standard of Performance by the Consultant

- (a) The Consultant shall carry out the Services with due diligence and efficiency, and shall exercise such reasonable skill and care in the performance of the Services as is consistent with sound professional practices.
- (b) The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practices. The Consultant shall fully co-operate with the Bank to allow it to fulfil its monitoring obligations and facilitate reporting to the Bank or the Donor on how their funds are being used for the Services and the Project.

5.02 **Records**

- (a) 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.
- (b) The Consultant shall permit the Bank and/or persons appointed by the Bank to inspect the premises where the Services or any other activities relating to the Contract are being performed and/or to inspect the Consultant's assets, books, accounts and records relating to the performance of the Contract and the submission of the proposal to provide the Services, and to have such assets, books, accounts and records audited by auditors appointed by the Bank if required by the Bank.

The Consultant shall require its officers, directors, employees or agents with knowledge of the Contract to respond to questions from the Bank and to provide to the Bank any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the Bank's monitoring and evaluation of the Contract and to enable the Bank to examine and address any project-related complaints made under the Bank's Project Complaint Mechanism.

The Consultant shall maintain all books, documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

The Consultant shall ensure that in any agreements with suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants concerning the execution of the Contract provisions to the effect of this Article 5.02 are included.

5.03 **Applicability of Taxes**

The Consultant shall determine whether any direct or indirect taxes, including VAT, are payable or chargeable by the Consultant in respect of the Services or this Contract. The Consultant shall take all appropriate and reasonable steps to eliminate or minimise any such tax, including without limitation registration of this Contract pursuant to any bilateral agreement concerning exemption from taxation of aid funding between the government of the Donor and the Country of Assignment or any double taxation treaty between the governments of the Country of Assignment and the Consultant's country.

5.04 **Information**

The Consultant shall furnish the Client and the Bank with such information relating to the Services as the Client and the Bank may from time to time reasonably request.

5.05 Assignments and Sub-Contracting

- (a) Except with the Clients' prior written approval, which the Client may withhold at its discretion, the Consultant shall not assign or transfer the Contract or any part thereof nor engage any independent consultant or sub-contractor to perform any part of the Services.
- (b) When the Consultant is permitted to associate with individual consultants, consultancy firms, partnerships, entities or other persons, in a consortium or through subcontracting or association, as appropriate, the Consultant will ensure that each such consortium member, subcontractor and/or associate fully complies with the Consultant's obligations under this Contract. The Consultant shall be liable for the acts or omissions of such consortium members, subcontractors and/or associates. The Consultant will not be relieved of its obligations under this Contract by use of such individual consultants, firms, partnerships, entities or other persons. Such permitted individual consultants, firms, partnerships entities or other persons in the consortium, association or subcontracting arrangement may only be changed with the prior consent of the Client.
- (c) In the event that any such independent consultants or sub-contractors are found by the Client to be incompetent in discharging their assigned duties, the Client may request the Consultant forthwith either to provide a replacement consultant or sub-contractor with qualifications experience and a rate of remuneration acceptable to the Client or to resume the performance of the Services itself.

5.06 Confidentiality

Except with the prior written consent of the Client, the Consultant shall not disclose nor cause or permit the Consultant's Expert(s), employees, agents and sub-contractors to disclose to third persons nor use for the Consultant's own purposes any information relating to the Services, the Project, the Client or the Bank, including information in respect of rates of remuneration and conditions of contracting. The Consultant may provide such data and information if required by applicable law or regulation, but only that portion of the data or information, which, to the extent permitted, by the relevant law or regulatory requirement is legally required to be furnished. If such a demand is made the Consultant shall promptly inform the Client and the Bank. This provision shall survive the termination and expiration of the Contract.

5.07 Prohibition on Additional Project Work

Except with the prior written consent of the Client and the Bank, the Consultant agrees that during and for a period of two years following the termination of this Contract, the Consultant's and or Expert(s)' participation in the Project shall be limited to the provision of the Services, hereby disqualifying them and any other contractor, consulting firm, manufacturer or individual with which the Consultant is associated or affiliated from the provision of goods, works and services (other than the Services) for the Project, and for tendering for any part of the Project. For the purpose of this Clause "affiliate" means any other person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under the common control with, the Consultant; "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through the ownership of securities, by contract or agency or otherwise.

5.08 Conflict of Interest

The Consultant shall ensure that no circumstances arise during the Term of Engagement in which the Consultant's activities under the Contract conflict or might conflict with the personal interest of the Consultant or the Expert(s) or with any services which the Consultant or the Expert(s) may render to third parties.

5.09 Prohibited Practice

- (a) The Bank requires that Consultants as well as its suppliers, sub-suppliers, contractors, subcontractors, concessionaires, consultants and sub-consultants under Bank financed contracts, observe the highest standard of transparency and integrity with respect to competing for or the execution of the Contract.
- (b) The Consultant shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to engage in Prohibited Practices with respect to competing for or the execution of the Contract.
- (c) The Bank may declare the Contract to be ineligible for financing, and the Bank may take any of the Enforcement Actions and Disclosure Actions set out in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:
 - a. the Consultant, including its suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants have engaged in Prohibited Practices with respect to competing for or the execution of the Contract.
 - b. a Third Party Finding has sufficient relevance and seriousness for the Bank to warrant Enforcement Actions and Disclosure Actions against entities or individuals.
- (d) In accordance with the Enforcement Policy and Procedures, the Bank may enforce debarments from Mutual Enforcement Institutions by declaring entities or individuals ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract.
- (e) The Consultant shall ensure that in any agreements with suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants concerning the execution of the Contract provision are included:
 - a. stating that the suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices with respect to such agreements and the execution of the Contract; and
 - b. notifying the suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants, that the Bank has the right to invoke the Enforcement Policy and Procedures, including any Enforcement Action and Disclosure Action set out therein, in respect of allegations of Prohibited Practices with respect to the procurement, award, or execution of the Contract.

5.10 Independent Contractor

Nothing contained herein shall be construed as establishing or creating between the Client and the Consultant the relationship of master and servant or principal and agent, it being understood that the position of the Consultant and of anyone else performing the Services is that of an independent contractor.

5.11 Indemnities

- (a) The Consultant shall fully indemnify, protect and defend at the Consultant's own expense, the Client and its agents and employees, from and against any and all actions, claims, losses or damages arising out of any violation by the Consultant or the Expert(s) of any (i) applicable law or regulations, or (ii) intellectual property rights of third parties, such as copyright, industrial design, or patents in the course of performance of the Services.
- (b) The Consultant shall:
 - (i) indemnify, protect and defend, at the Consultant's own expense, the Client, its agents and employees, from and against any and all actions, claims, losses or damages arising out of the Consultant's failure to exercise the skill and care required under Clause 5.01(a) or breach of any of its obligations under this Contract provided, however, the Consultant's liability under this Clause 5.11(b) shall be limited, to actions, claims, losses or damages directly caused by such failure to exercise the said care and skill or breach, and shall not include liability for indirect or consequential damages.
 - (ii) in addition to any liability the Consultant may have under subparagraph (i) at its own cost and expense, upon the request of the Client, re-perform the relevant Services in the event of its failure to exercise the care and skill required under Clause 5.01 (a) or its breach; provided, however, that the Consultant shall have no liability for actions, claims, losses or damages occasioned by (a) the Client's having overridden a decision or recommendation of the Consultant or having required the Consultant to implement a decision or recommendation with which the Consultant did not agree and such disagreement was communicated to the Client in writing, or (b) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

In any event the Consultant's indemnity to the Client under this Clause 5.11(b) shall not exceed the amount set out in Appendix I.

5.12 Laws and Regulations

The Consultant shall respect and abide by all applicable laws and regulations, in the Country of Assignment and elsewhere, and shall use its best efforts to ensure that the Expert(s) and their dependants while in the Country of Assignment, and local employees the Consultant might hire, respect and abide by all laws and regulations of the Country of Assignment.

5.13 Proprietary Rights in Equipment

- (a) Equipment supplied by the Client for the Services shall remain at all times the property of the Client and shall be returned to the Client in accordance with procedures to be determined by the Client.
- (b) Equipment and materials provided by the Consultant for the Services shall remain the property of the Consultant, unless otherwise agreed.
- (c) Equipment purchased by the Client or by the Consultant for the purpose of performing the Services and funded wholly or partly under this Contract shall be the property of the Client, unless otherwise agreed by the Client.

5.14 Proprietary Rights of the Client in Reports and Records

All reports and relevant data and information such as maps, diagrams, plans, databases statistics and supporting records or material compiled or prepared in the course of the Services shall be confidential and shall be the absolute property of the Client. The Consultant agrees to deliver all these materials to the Client upon completion of this Contract. The Consultant may retain a copy of such data but shall not use the same for purposes unrelated to this Contract without the prior written approval of the Client

5.15 Insurance

- (a) The Consultant shall take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Client. The Consultant shall ensure that the minimum amount of cover under the policy is not less than the amount specified in Appendix I. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
- (b) The Client undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Consultant, Expert(s), sub-contractors, or specialists associated with the Consultant for purpose of the Services, nor for any dependant of any such person.
- (c) The Client reserves the right to require original evidence that the Consultant has taken out the necessary insurance.

5.16 Language of Reports and Software Application

- (a) All reports and recommendations and general correspondence from the Consultant to the Client and all documents prepared by the Consultant under this Contract shall be in the language specified in Appendix I.
- (b) All reports, findings, information, work and documents to be provided to the Client shall be created in the version of the software application identified in Appendix I.

5.17 Services or Facilities of the Client

In the event that the Consultant encounters delay in obtaining personnel, facilities, equipment or property to be provided by the Client according to Clause 4.05 or when their performance or function do not meet the requirements set forth in Schedule A, the Consultant shall promptly notify the Client of such delay or difficulty, and may request an appropriate extension of time for completion of the Services or, upon approval, purchase required services or facilities at the cost of the Client.

ARTICLE VI

General Provisions

6.01 Suspension of Payments

If any of the following events shall happen and be continuing, the Client may by written notice to the Consultant suspend in whole or in part payments due thereafter to the Consultant under the Contract:

- (a) the Bank shall have suspended disbursements to the Client in respect of the Project or the Grant;
- (b) a default shall have occurred on the part of the Consultant in the performance of the Contract and if remediable the Consultant, shall have failed to remedy the default within thirty (30) days of being notified by the Client of the default; or
- (c) any other condition has arisen which, in the reasonable opinion of the Client, interferes or threatens to interfere, with the successful carrying out of the Services or the accomplishment of the purposes of the Contract in which case thirty (30) days written notice shall be given.

6.02 Termination of the Contract by the Client

- (a) If any of the following events shall have happened and be continuing, the Client may by written notice to the Consultant terminate the Contract:
 - (i) any of the conditions referred to in Article 6.01 shall continue for a period of thirty (30) days after the Client shall have suspended in whole or in part payments due to the Consultant.
 - (ii) the Project or the Grant Agreement shall have expired or been terminated.
 - (iii) The Bank has declared the Contract to be ineligible for financing as referred to in Article 5.09.
- (b) In any event, the Client may terminate the Contract at any time by giving no less than thirty (30) days prior notice to the Consultant.

6.03 Termination of the Contract by the Consultant

The Consultant shall promptly notify the Client in writing of any situation or of the occurrence of any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations. Upon confirmation in writing by the Client of the existence of any such situation or event, or upon failure of the Client to respond to such notice within thirty (30) days of receipt thereof, the Consultant shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the Consultant may thereupon terminate the Contract by giving no less than thirty (30) days prior written notice.

6.04 Termination Procedure

- (a) Upon termination of the Contract under Clause 6.02, the Consultant shall take immediate steps to terminate the Services in a prompt and orderly manner, reduce losses and to keep further expenditures to a minimum.
- (b) Upon termination of the Contract (unless such termination shall have been occasioned by the default of the Consultant), the Consultant shall be entitled to be reimbursed in full for such costs as shall have duly incurred prior to the date of such termination and for reasonable costs incidental to the orderly termination of the Services, the return travel of the Expert(s) and the reshipment of the personal effects and equipment of the Consultant, but shall be entitled to receive no other or further payment, subject always to the Maximum Contract Amount.

6.05 Governing Law and Settlement of Disputes

- (a) This Contract shall be governed by and construed in accordance with the law specified in Appendix I.
- (b) Any dispute which arises out of the Contract, which cannot be amicably settled, between the parties shall be referred for resolution to international arbitration as specified in Appendix I. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedies.

6.06 Force Majeure

- (a) If either party is temporarily unable by reason of Force Majeure or the laws or regulations of the Country of Assignment to meet any obligations under the Contract, and if such a party gives to the other party written notice of the event within fourteen (14) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.
- (b) Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- (c) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause 6.06(a) or delays arising from such event.
- (d) 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.

- (e) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract as well as to be reimbursed for any additional costs reasonably and necessarily incurred by them during such period and in reactivating the Services after the end of such a period.
- (f) The term “Force Majeure”, as employed herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

6.07 Variation of the Contract

The Contract may be varied only by written agreement between the parties. All such variations, including variations in the cost estimates and in the amount specified in Clause 3.01(b) shall be in writing and shall be signed by the duly authorised representatives of the parties.

6.08 Applicable Language

Any document or communication delivered pursuant to this Contract shall be in the language specified in Appendix I.

6.09 Entire Contract

This Contract (including all Appendixes and Schedules) as amended from time to time in accordance with the foregoing provisions contains the entire agreement between the parties and supersedes all prior arrangements whether written or oral, express or implied.

6.10 Survival Clauses

The following Clauses 3.03(e), 5.02, 5.06, 5.10, 5.11, 5.13, 5.14, 5.18 and 6.05 shall survive the termination or expiry of this Contract.

6.11 Compliance with ILO provisions

The Consultants shall, and shall cause their sub-consultants involved in any part of the Contract, (a) to be in compliance with ILO Conventions and Protocols, including those in respect of forced labour, child labour, freedom of association, non-discrimination and equal opportunities; and (b) to permit the Bank and/or persons appointed by them, the right to inspect the aforementioned compliance.

6.11.1 Forced Labour

The Consultants and their sub-consultants shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as involuntary prison labour, indentured labour, bonded labour or similar labour contracting arrangements

6.11.2 Child Labour

The Consultants and their sub-consultants shall not employ any person under the age of 18, in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, their education, or to be harmful to their health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of the Country have provisions for employment of minors, the Consultant and/or their sub-consultants shall follow those laws applicable to them. The Consultant and/or their sub-consultants shall put in place a procedure to verify the ages of young workers. Persons below the age of 18 years shall not be employed in dangerous work or services.

6.11.3 Workers' Organisations

In countries where the relevant labour laws recognize workers' rights to form and to join workers' organisations of their choosing without interference and to bargain collectively, the Consultant and their sub-consultants shall comply with such laws. Where the relevant labour laws substantially restrict workers' organisations, the Consultant and/or their sub-consultants shall enable alternative means for their Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour laws are silent, the Consultant and their sub-consultants shall not discourage their Personnel from forming or joining workers' organisations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Personnel who participate, or seek to participate, in such organisations and bargain collectively. The Consultant and their sub-consultants shall engage with such workers' representatives. Workers' organisations are expected to fairly represent the workers in the workforce. The Consultant and their sub-consultants shall ensure that workers' representatives have access to all workplaces necessary to enable them to carry out their representative functions.

6.11.4 Non-Discrimination and Equal Opportunity

The Consultant and their sub-consultants shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Consultant and their sub-consultants shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. The Consultant and their sub-consultants shall ensure equal remuneration for men and women for work of equal value. In countries where the relevant labour laws provide for non-discrimination in employment, the Consultant and their sub-consultants shall comply with such laws. When the relevant labour laws are silent on non-discrimination in employment, the Consultant and their sub-consultants shall meet this Clause requirements. Special measures of protection or assistance to remedy past discrimination or promote local employment opportunities or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

ARTICLE VII

Effective Date; Miscellaneous

7.01 Effectiveness

The Contract shall become effective upon the date specified and unless earlier terminated in accordance with its terms, shall remain in full force until the Services and all payments due and owing therefore have been completed, at which time the parties hereto shall be mutually released from all obligations hereunder, subject to Clause 6.10.

7.02 Authorised Representative

Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Contract may be taken or executed by the Consultant or on its behalf and on behalf of the Client by the authorised persons specified in Appendix I.

7.03 Notices or Requests

Any notices or requests required or permitted to be given or made under this Contract shall be in writing in the language specified under Clause 6.08. Such notice or request shall be deemed to be duly given or made when it shall be delivered by hand, first-class registered mail, e-mail or facsimile to the party to which it is required to be given or made at such party's address specified in Appendix I or at such other address as either party may specify in writing, provided that receipt of delivery (by mail), receipt of e-mail (by e-mail) or confirmation of transmission (by facsimile), as the case may be, has been received by the sender.

IN WITNESS WHEREOF the parties acting through their duly authorised representatives have caused this Contract in the English language to be signed, each considered an original as of the day and year first above written.

For and on behalf of <<client_name7>>

.....

Date:

For and on behalf of <<org_name6>>

.....

Date:

Enclosed:

Appendix I
Schedule A
Schedule B

- Consultancy Contract Specific Provisions
- Terms of Reference
- Staffing Schedule and Breakdown of Costs

APPENDIX I

1.04 **Start and End Dates**

Except as the Client may otherwise agree, the Consultant shall commence the Services on <<**start date**>> (such date being called the “**Start Date**”). The Services will be completed on or before <<**end date**>> (such date being called the “**End Date**”).

3.01b **Maximum Contract Amount**

Payments under this Contract shall not exceed the aggregate amount of <<**contract currency**>> <<**maximum contract amount**>> (the "**Maximum Contract Amount**"). This amount does not include any indirect taxes, including VAT, if chargeable in respect of the Services or this Contract provided hereunder.

3.02 **Currency of Payment**

All payments shall be made in <<**payment currency**>>.

3.04a **Per Diem Rates**

[Choose an option:]

[If the Contract is fully or partly EU funded, use the following:]

EU Per diem rates shall not be exceeded and can be obtained from:

http://europa.eu.int/comm/europeaid/perdiem/liste1_en.htmhttp://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/index_en.htm.

[If the Contract is not EU funded, in whole or in part, use the following:]

Unless other rates are specified in Schedule B, per diem allowances will be paid according to the United Nations per diem rates in force at the time for the place and Country of Assignment, as published under the title “Schedule of Daily Subsistence Allowance Rates” by the International Civil Service Commission.

3.06a **Mode of Billing and Payment**

The payments shall be made in accordance with the following payment schedule: <<**payment currency**>> <<**insert payment terms**>>.

3.06c **Advance Payments**

The advance payment will be in the amount of <<**Insert amount and currency of the Advance; the amount of the advance should not exceed 20% of the Maximum Contract Amount.**>> (the "**Advance**").

In the event the Contract is terminated for any reason prior to the full amount of the Advance being accounted for, the Consultant shall repay to the Client, upon demand, such amount of the Advance which has not been offset against invoices for Services provided to the date of termination, subject to the provisions of Clause 6.04 (b).

The Advance shall be offset as follows: *[Choose]*

[Option 1- PREFERRED]

against the Consultant's first invoice and, if the first invoice is not for a sum equal to or greater than the amount of the Advance, then against each subsequent invoice until the full amount of the Advance has been fully offset.

[Option 2]

against the Consultant's invoice as follows: 20% of the amount of each invoice, and, if the full amount of the Advance has not been fully offset, the balance of the Advance shall be offset against the amount of the final invoice.

3.06d Bank Account of Consultant

Consultant's account name: _____
Consultant's account number (IBAN number) : _____
Consultant's bank's name: _____
Consultant's bank's SWIFT code _____
Consultant's bank's address: _____

Consultant's bank correspondent details: *[if applicable]*

Correspondent bank's name: _____
Correspondent bank's SWIFT code: _____
Correspondent bank's address: _____
Correspondent bank's account name: _____
Correspondent bank's account number (IBAN number) : _____
Reference: _____

5.11b Consultant's Indemnities

Clause 5.11(b) shall be subject to the following provisions:

That the Consultant is notified of such actions, claims, losses or damages not later than 12 months after the conclusion of the Services;

That the ceiling on the Consultant's liability under Clause 5.11(b) shall be limited to the higher of any insurance proceeds payable under the Consultant's insurance or **[Insert number in words]** multiples of the Maximum Contract Amount except that such a ceiling shall not apply to actions, claims, losses or damages caused by the Consultant or Expert(s)' gross negligence or reckless or wilful misconduct.

5.15 Insurance

The following amount of insurance has been agreed between the Parties: **[Insert currency and amount e.g., EUR 10,000,000]**.

5.16 Language of Reports

- (a) English shall be the sole language for all communication, documentation and reports under this Contract unless the Client expressly states otherwise.
- (b) The software application to be used shall be Microsoft Office unless the Client expressly states otherwise.

6.05 Governing Law and Settlement of Disputes

- (a) This Contract shall be governed by and construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this Contract shall be governed by and construed in accordance with English law.
- (b) Any dispute controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity hereof or any non-contractual obligations arising out of or in connection with this Contract which cannot be amicably settled, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as in force and effect on the date of this Contract. There shall be one (1) arbitrator, and the appointing authority for the purposes of the UNCITRAL Rules shall be the LCIA (London Court of International Arbitration). The seat and place of arbitration shall be London, England and the English language shall be used throughout the arbitral proceedings. The Parties hereby waive any rights under the Arbitration Act 1996 or otherwise to appeal any arbitration award to, or to seek determination of a preliminary point of law by, the courts of England or elsewhere. The arbitrator shall not be authorised to grant, and the Consultant agrees that it shall not seek from any judicial authority, any interim measures or pre-award relief against the Client, any provisions of the UNCITRAL Arbitration Rules notwithstanding.

6.08 Applicable Language

Any document delivered pursuant to this Contract, apart from reports specified in Clause 5.16 shall be in English.

7.02 Authorised Representatives

- (a) The Consultant, if not an individual, hereby appoints <<Consultant's contact person>> as its authorised representative.
- (b) The Client's authorised representative is <<Client's contact person>>.

7.03 Notices or Requests

For the Consultant:

The Consultant's authorised representative

Name: _____
Address: _____

Telephone: _____
E-mail: _____

For the Client:

The Client's authorised representative

Name: _____
Address: _____

Telephone: _____
E-mail: _____

TERMS OF REFERENCE

SCHEDULE B

Staffing Schedule and Breakdown of Costs

(All amounts to be exclusive of indirect taxes, including VAT, which may be chargeable by the Consultant)

«CountryName»: <<Project Title>>

<<Contract Currency>>

1. Fees :

| Name of Expert | Job Title | Working Period | In the Field | In Home Office | Total Period | Expert Rate | Total |
|----------------|-----------|----------------|--------------|----------------|--------------|-------------|-----------|
| [fee_table] | | | | | | | |
| Total Fees | | | | | | | Fee_total |

2. Per Diem Allowance:

| Place | Number | Rate Period | Per Diem | Total |
|------------------|--------|-------------|----------|----------------|
| [per diem_table] | | | | |
| Total Per Diem | | | | Per diem_total |

3. Reimbursable Expenses*

Air Travel: (Full Economy Class or Equivalent)

| Routing | Air Fare | No. of Flights | Total |
|--------------------|----------|----------------|------------------|
| [air travel_table] | | | |
| Total Air Travel | | | air travel_total |

Local Travel: (Travel from home to departure airport and return, and reasonable local travel when abroad.)

| Journey | Cost | No. of Journeys | Total |
|----------------------|------|-----------------|------------------|
| [local travel_table] | | | |
| Total Local Travel | | | local trav_total |

Miscellaneous:

| | | |
|--|----------------|-----------|
| Visas | [description3] | [amount3] |
| Interpretation | [description4] | [amount4] |
| Reports | [description5] | [amount5] |
| Communications | [description6] | [amount6] |
| Equipment Purchase | [description7] | [amount7] |
| Accommodation (not listed in Per Diem) | [description0] | [amount0] |
| Other Miscellaneous Expenses | | |
| Miscellaneous Total | | |

*May include indirect taxes, such as VAT which are not otherwise recoverable by the Consultant.

| | |
|---|---------------|
| 4. Contingencies: (utilisation only after prior approval in writing by the Client) | [contingency] |
|---|---------------|

| | |
|--|-------------------|
| TOTAL MAXIMUM CONTRACT AMOUNT (Contract Ceiling Amount) | [contract_value2] |
|--|-------------------|

Invoices must be prepared according to the attached Rules for the Preparation of Invoices. The Bank and the Client shall not be responsible for delays in paying invoices if the Consultant's invoices do not comply with the attached Rules. Unless otherwise stated, any equipment included in the Contract and purchased by the Consultant shall be disposed of at the end of the Contract as may be directed by the Bank.

Schedule C – Form of Advance Payment Guarantee**Advance Payment Security**

(Uniform Rules for Demand Guarantee, ICC Publication 758)

Note for the Consultant - All italicised text is for use in preparing this form and shall be deleted from the final document.*[Guarantor Letterhead and SWIFT identifier code]*To: *[Insert name and address of Beneficiary (the Client)]*Date: *[Insert date of issue]*

Type of Guarantee: ***Advance Payment Guarantee***

Guarantee No.: *[Insert guarantee reference number]*

The Guarantor: *[Insert name and address of place of issue, unless indicated in letterhead]*

The Applicant: *[Insert name and address of Consultant]*

The Beneficiary: *[Insert name and address of Client]*

The Underlying Relationship: The Consultant's obligation in respect of *[insert reference number and details of the contract]*

Guarantee Amount and currency: *[Insert in figures and words the maximum amount(s) payable and the currency(ies) in which it is payable]*

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below:

The Beneficiary's first demand in writing accompanied by a written statement stating:

(a) the Consultant has failed to repay the advance payment in accordance with the conditions of the Contract; and

(b) the amount which the Consultant has failed to repay.

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 its account number [Consultant's account number]. . . . at [name and address of the bank]. . .

Language of any required documents: *[Insert "English" or the language of the contract document if not in English]*

Form of Presentation: *[Insert paper or electronic form. If paper indicate mode or delivery. If electronic indicate the format, system for data delivery and the electronic address for presentation]*

Time as from which a demand can be presented if different from the date of issue:

Variation of Amount Clause The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as

indicated in copies of interim statements, interim invoices, or payment certificates which shall be presented to the Guarantor

Guarantee Expiry: This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that [insert percentage in figures and words] percent of the Maximum Contract Amount has been certified for payment, or on the ***[insert number]*** day of ***[insert month]*** ***[insert year]***, whichever is earlier.

Any demand for payment under this guarantee must be received by the Guarantor on or before the expiry date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 except that article 15(a) is hereby excluded.

..... **[Seal of Bank and Signature(s) of authorised representatives of the bank]**

RULES FOR THE PREPARATION OF INVOICES

The following points shall be observed when submitting invoices for payment.

- **All invoices except for the advance payment shall be addressed and sent to:**

The original invoice and supporting documentation shall be sent to the Client at:

Name: _____

Address: _____

E-mail: _____

- The Contract number shall be quoted on the invoice.
- Invoices shall be marked to show the Consultant's business address, invoice number and date. The name and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice.
- The Client will only make payments after (i) an original signed copy of the Contract has been sent to the Client, (ii) submission of original invoices and original supporting documents and, if applicable, receipts (no faxes or copies shall be acceptable) .
- Invoice payments will be made by direct transfer to a bank account stated in the Contract.
- Full details of the bank account where payment shall be made must be supplied on the invoices, including currency of the account.
- Period during which Services were performed must be stated.
- If the invoice relates to an Advance, as per Clause 3.06 of the Contract, the invoice shall have a single item, "Advance Payment."
- Subsequent invoices shall be itemised in the order set out in Schedule B.
- If any Advance is offset against an Invoice, the Invoice shall show the agreed deduction as a separate item, as per Clause 3.06 of the Contract and Appendix I.
- Fees and per diem allowances must be invoiced as per Clause 3.04 of the Contract.
- Any change to the Contract necessitating an amendment to the Contract should be completed prior to submission of an invoice.
- The last of the invoices (or, as the case may be, the only invoice) issued by the Consultants for the Services shall be called the "Final Invoice" and shall be indicated as such. The Final Invoice shall not be issued until all the Consultant's obligations for performing the Services have been fulfilled and the Client has confirmed completion of the Services. The "Final Invoice" must be submitted within three months of the completion of the Services or the expiry date of the Contract.
- A numbered list detailing each reimbursable item shall be submitted, with correspondingly numbered original receipts for each item attached.
- Reimbursable expenses, including Air Travel, Local Travel and Miscellaneous costs must be invoiced in the currency of the Contract, according to Clause 3.02 of the Contract.
- For reimbursement of air travel costs, either (a) original ticket stubs must be submitted, together with boarding cards and travel agency receipts; or (b) copies of electronic boarding passes must be submitted, along with proof of payment of the tickets..
- Exchange rates for reimbursable expenses should be stated in the invoice. Conversions shall be made at the rates published on xe.com on the first Monday of the relevant month (the month that the invoice was prepared) if it is convertible or against submission of evidence of the exchange rate applied when purchasing local currency for the corresponding reimbursable expenses.

- Purchase of goods will be subject to the Bank's Procurement Policies and Rules, in particular Section III, Article 3.
- Any applicable indirect tax, including VAT chargeable by the Consultant shall be separately itemised on the invoices