

PROCUREMENT OF CONSULTANCY SERVICES

REQUEST FOR PROPOSALS



GRENADA

*draft/***STANDARD TENDER DOCUMENTS**

June 2023

Abbreviations

RFP.....	Request for Proposals
Incoterms...	International Commercial Terms
ITT.....	Instructions to Tenderers
JV.....	Joint Venture
SBD.....	Standard Tender Document
TOR.....	Terms of Reference

Introduction

This Standard Tender Document is designed for the conclusion of a contract for the supply of consulting services. It may be used for contracts funded from the national budget and for donor funded procurement with the agreement of the donor.

The document should be used for the selection of consultants through one of the permitted selection methods namely, Quality and Cost based selection (QCBS); Quality alone based selection (QBS); fixed budget based selection (FBS); Least-cost and acceptable quality based selection (LCS); and direct procurement or single-source selection (SSS).

It may be used for both time-based contracts and lump-sum contracts, although the appropriate contracts forms (and the appropriate selections/deletions) need to be chosen.

Time-Based Contract: this type of contract is appropriate when it is difficult to define or fix the scope and the duration of the consulting services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultant required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the consultant provides consulting services on a timed basis according to quality specifications, and the consultant's remuneration is determined on the basis of the time actually spent by the consultant in carrying out the consulting services and is based on:

- agreed upon unit rates for the consultant's experts multiplied by the actual time spent by the experts in executing the assignment; and
- reimbursable expenses using actual expenses and/or agreed unit prices.

Lump-Sum Contract: this type of public procurement contract is used mainly for assignments in which the scope and the duration of the consulting services and the required output of the consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, RFP documents, or software programmes.

Project Name:

Agency Name:

[If relevant: Loan/Grant/Credit No.: ...]

[enter here the name and address of the Procuring Entity]

REQUESTS FOR PROPOSALS FOR THE PROVISION OF CONSULTING SERVICES

[enter here the name of contract]

Request for Proposal No:

Issued on:

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Section 1: Request for Proposals

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

*[Name of Procuring Entity]
[Address of Procuring Entity]
[Name of Contract]
[Request for Proposals No.:]*

Date: *[insert date]*

*[Insert name of Tenderer]
(in the case of a Joint Venture (JV), the full name of the JV and each member of the JV shall be stated)
[Insert address of Tenderer]*

Request for Proposals

Dear *[insert name of Tenderer]*,

[Insert name of Procuring Entity] requests your proposal for *[insert a brief description or title of the consulting services to be provided]* (“the consulting services”).

This RFP is issued in accordance with the Public Procurement and Asset Disposal Act Property Act 2014 (“the Act”), as amended, and the Public Procurement and Disposal of Public Property Regulations 2015 (“the Regulations”) and has been addressed to the following shortlisted Tenderers:

[insert all shortlisted Tenderers, including the full name of any joint venture or proposed joint venture].

Proposals must be delivered in English to the address below at or before *[insert the same time and date as the deadline, place for Proposal submission]*. Late proposals will be rejected and returned unopened to the tenderers. All technical proposals will be opened at *[insert the same time and date as the deadline, place for Proposal submission]* in the presence the Tenderers’ representatives who choose to attend at address below.

All communications with the Procuring Entity about this proposal must be made in writing at the address below.

We request your confirmation of receipt of the RFP and that you inform us, in writing by *[insert date]* whether you intend to submit a proposal in response to this RFP.

Yours faithfully,
*[Insert name]
[Insert position]*

Address for communications:

[insert name of office, room number]

Attn: *[insert name of officer & title]*

[insert postal address and/or street address]

[insert postal code, city, country]

Tel: *[include the country and city code]*

E-mail: *[insert electronic address]*

Section 2: Instructions for Tenderers

The Procuring Entity issues these Tender Documents for the conclusion of a contract for the provision of consulting services specified in Section 3.I of the Schedule (Terms of Reference).

1. Only invited tenderers to whom this RFP is addressed may submit a proposal in response to this Request for Proposal. All Tenderers must be eligible and comply with the Qualification Criteria specified in Section 3.II of the Schedule. *[If the contract is divided into lots: The contract will be awarded as [insert number] lots as follows [insert name or number of each lot]. The tenderer may submit a proposal for a single lot, any combination of lots or all lots.]*
2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the RFP and to furnish with its Proposal all information or documentation as is required by the RFP.
3. The Tenderer shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
4. The contract is funded by the national budget *[or is funded in whole or in part by [insert name of donor]]*.
5. The Government requires compliance with its integrity policy as set forth in Section 3.IV. Tenderers shall permit and shall cause its agents to permit the Government to inspect all accounts, records, and other documents relating to the submission of Proposal and contract performance (in the case of award), and to have them audited by auditors appointed by the Government.
6. A Tenderer may seek a clarification of the RFP in writing at the Procuring Entity's address. The Procuring Entity will respond in writing to any request for clarification received at least 4 *[or insert another number]* days prior to the deadline for submission of proposals within a period of 2 *[or insert another number]* days. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the RFP, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the RFP, the Procuring Entity shall amend the RFP.
7. *[If applicable: Tenderers are invited but not required to attend a Pre-Proposal meeting at [insert address] on [insert date] at [insert time] to clarify issues and to answer questions on any matter. Tenderers are required, as far as possible, to submit any questions in writing to the procuring entity not later than [3 or insert other number] days before the Pre-Proposal meeting. Minutes of the Pre-Proposal meeting, including the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, shall be sent promptly to all tenderers who have obtained the RFP directly from the procuring entity].*

Section 2: Instructions for Tenderers

8. At any time prior to the deadline for submission of proposals, the Procuring Entity for any reason, on its own initiative or in response to a clarification request in writing from a tenderer may amend the RFP by issuing addenda which shall be communicated in writing to all who have obtained the RFP from the Procuring Entity. The Procuring Entity may, at its discretion, extend the deadline for the submission of proposals.
9. The Proposal shall be submitted to the address provided in the RFP and shall remain valid for the period of [60 *or insert alternative number of days*] days after the Proposal submission deadline date. A Proposal valid for a shorter period shall be rejected by the Procuring Entity as non-responsive. In exceptional circumstances, prior to the expiration of the Proposal validity period, the Procuring Entity may request tenderers to extend the period of validity of their proposals. The request and the responses shall be made in writing. A Tenderer granting the request shall not otherwise be required or permitted to modify its Proposal.
10. During the period of validity the tenderer shall maintain its original proposal without any change, including the availability of the Key Experts, the proposed rates and the total proposal price. If it is established that any Key Expert nominated in the tenderer's proposal was not available at the time of proposal submission or was included in the proposal without their confirmation, such proposal shall be disqualified and rejected from further evaluation. In the event of an extension of the proposal validity period, if any of the Key Experts become unavailable during this time, the tenderer may request to substitute the Key Experts and shall provide a written adequate justification and satisfactory evidence to the procuring entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, shall be based on the evaluation of the CV of the original Key Expert. If the tenderer fails to provide a replacement Key Expert with equal or better qualifications or if the provided reasons for the replacement or justification are unacceptable to the procuring entity, such proposals shall be rejected.
11. Prices shall be quoted in EC\$ [*or in [insert currency] where acceptable*]. Payment shall be made in the currency of the contract.
12. Submission of the proposals shall follow the evaluation method chosen in accordance with Section 3.III. The proposals shall contain:
 - (a) A technical proposal using the standard forms provided in Section 4 which shall not include any financial information. A technical proposal containing material financial information shall be declared non-responsive and rejected from further evaluation.
 - (b) A financial proposal using the standard forms provided in Section 4, listing all costs associated with the assignment, including remuneration for Key Experts and Non-Key Experts and reimbursable expenses indicated in Section 3.III.
13. [*Where electronic proposal submission is used: Proposals shall be submitted electronically to [insert address and any requirements]*]. [*In all other cases:*] The proposal shall be submitted in written form, duly signed and authorised by the tenderer in a single, sealed envelope, clearly marked on the front of the envelope with the public procurement contract name and public procurement contract reference

Section 2: Instructions for Tenderers

number provided in the RFP. The proposal shall contain two separate sealed envelopes:

- (a) the original and all copies of the technical proposal in a sealed envelope clearly marked ‘Technical Proposal’; and
 - (b) the original and all copies of the financial proposal, if required for the applicable evaluation method in a sealed envelope clearly marked ‘Financial Proposal – Do not open with the technical proposal’.
14. The Tenderer shall prepare one (1) original of the documents comprising the technical and, where required by the evaluation method, the financial proposals and clearly mark them “ORIGINAL.” In addition, the Tenderer shall submit *[insert number]* copies of the proposals and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail. Alternative proposals, if permitted, shall be marked “ALTERNATIVE.” The original and all copies of the Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. The envelopes containing the original and the copies shall then be enclosed in one single envelope and bear the name and address of the Tenderer; the specific identification of this tender process; and a warning “NOT TO OPEN” before the time and date for Proposal opening.
15. The Procuring Entity shall publicly open and read out all technical proposals received by the deadline at *[insert place]* on *[insert date]* at *[insert time]* in the presence of Tenderers’ designated representatives and anyone who choose to attend. *[Where electronic Proposal submission is permitted, details of the Proposal opening procedures shall be: [complete as required]]*. Any Proposal received by the Procuring Entity after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Tenderer.
16. All envelopes shall be opened one at a time, reading out the name of the Tenderer and the existence of the financial proposals and these shall be recorded. The Procuring Entity shall neither discuss the merits of any Proposal nor reject any Proposal. The Tenderers’ representatives who are present shall be requested to sign the record. A copy of the record shall be distributed to all Tenderers.
17. The financial proposals shall remain sealed and not be opened until the technical evaluation has concluded. The method for the opening of the financial proposals is determined by the selection method of this procurement process as set out in Section 3.III.
18. Information relating to the evaluation of proposals and recommendation of contract award shall not be disclosed to tenderers or any other persons not officially concerned with the tender process until information on the Contract Award is communicated to all Tenderers. Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Proposal or contract award decision may result in the rejection of its Proposal.
19. The Procuring Entity may in writing ask any Tenderer for a clarification of its technical or financial proposal. No change in the prices or substance of the proposals shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the proposals. If a

Section 2: Instructions for Tenderers

Tenderer does not provide clarifications of its Proposal by the date and time set in the Procuring Entity's request for clarification, its Proposal may be rejected.

20. The Procuring Entity shall examine the technical aspects of the Proposal to confirm that all requirements of Section 3 have been met without any material deviation or reservation, or omission. If a Proposal is not substantially responsive to the requirements of RFP, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. The Procuring Entity may waive any non-conformities or omissions, as long as these do not constitute a material deviation and permit the tenderer to submit the necessary information or documentation to rectify non-material non-conformities or omissions in the Proposal related to documentation requirements.
21. Provided that the Proposal is substantially responsive, the Procuring Entity shall correct arithmetical errors and Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Proposal.
22. The Procuring Entity shall use the criteria and methodologies listed in Section 3.III in deciding to award the contract. The tenderer whose proposal attains the highest score, in accordance with the criteria and evaluation method set in Section 3.III or the proposal with the lowest cost that passed the minimum technical score in the case of the least cost method of evaluation, shall be awarded the public procurement contract, subject to satisfactory conclusion of negotiations.
23. Negotiations may be held with the invited tenderer in respect of
 - (a) the availability of key experts:
 - (i) either to confirm the availability of all Key Experts included in the proposal or, if applicable, a replacement, failing which the proposal may be rejected; or
 - (ii) the substitution of Key Experts where this is due to circumstances outside the reasonable control of and not foreseeable by the tenderer, and only where the tenderer offers a substitute Key Expert having equivalent or better qualifications and experience than the original candidate.
 - (b) technical negotiations, including discussions of the terms of the RFP including Terms of Reference, the scope of the proposed services, deliverables, progress reports and the procuring entity's inputs including facilities to be provided, and the Special Conditions of Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, that may have affected the initial evaluation, including but not limited to the quality of the final product and the proposal price.
 - (c) financial negotiations, including
 - (i) the clarification of the tenderer's tax liability in Grenada and how it shall be reflected in the public procurement contract; and
 - (ii) if the selection method included price as a factor in the evaluation, the cost of reimbursable items but not the fee.

Section 2: Instructions for Tenderers

24. Minutes of the negotiations shall be initialled by the procuring entity and the tenderer's authorised representative.
25. If the negotiations fail, the procuring entity shall inform the tenderer in writing of all pending issues and disagreements and provide a final opportunity to the tenderer to respond. If disagreement remains, the procuring entity shall terminate the negotiations informing the tenderer of the reasons for doing so. The procuring entity shall then invite the next highest ranked tenderer to negotiate a contract. Once the procuring entity commences negotiations with the next highest ranked tenderer, earlier negotiations cannot be reopened.
26. The Contract shall not be concluded earlier than the expiry of a **period of fifteen (15) Days** commencing the day after the date the Purchaser has transmitted to each Tenderer the Notification of Intention to Conclude a Contract.
27. The Procuring Entity shall send to each Tenderer the Notification of Intention to conclude a Contract to the successful Tenderers. The Notification of Intention to Conclude shall contain, at a minimum, the following information:
 - (a) the name and address of the Tenderers submitting the successful Proposals;
 - (b) the price of the successful Proposals;
 - (c) the names of all Tenderers who submitted Proposals, and their Proposal prices as read out, and as evaluated;
 - (d) a statement of the reason(s) the Proposal (of the unsuccessful Tenderer to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason; and
 - (e) instructions on how to request a debriefing and/or submit a complaint.
28. Prior to the expiration of the period of Proposal validity, the Procuring Entity shall send to the successful Tenderer, in writing, a Notification Accepting the Contract within *[insert number]* days from the date of the Notification of Intention to Conclude a Contract.
29. Challenges may be made under Part VII of the Act in respect of the procurement proceedings up to the date of signature of the Contract.
30. The successful Tenderers shall sign, date, and return the Contract to the Procuring Entity within *[insert number]* days of receipt of the same.
31. Any Tenderer has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on the Procuring Entity pursuant to Part VII of the Act.

Section 3: Proposal Schedule

Proposal Schedule

Section 3 contains the following components:

- I. The Terms of Reference
- II. Consultant Qualifications
- III. Evaluation Criteria
- IV. Integrity Requirements

I Terms of Reference

1. Background:

[State general information on requirement, overall objectives, procuring entity, location etc.]

2. Objective(s) of the Assignment:

[Clearly state all specific objectives]

3. Scope of consulting services, Tasks (Components) and Expected Deliverables:

[Detail of all the main activities and tasks to be conducted by the consultant and the expected results. Indicate if downstream work is required or if training is a specific component of the assignment. The procuring entity shall state whether it is seeking proposals that offer to meet the need through alternative methods.]

4. Team Composition & Qualification Requirements for the Key Experts *(and any other requirements which will be used for evaluating the Key Experts in accordance with Section 3.III)*

[State details of team composition and qualification requirements for the Key Experts]

5. Outputs and Time Schedule:

[State all outputs and time schedules. At a minimum, list the following:

- (a) format, frequency, and contents of outputs and reports; and*
- (b) number of copies, and requirements for any electronic submission; and*
- (c) dates of submission; and*
- (d) persons (indicate names, titles, submission address) reports should be issued to; [if no reports are to be submitted, state here “Not applicable.”]*

If the services consist of or include the supervision of civil works, the following action that require prior approval by the procuring entity shall be added: “Taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the procuring entity as “procuring entity” is required.”]

6. Data, Local Services, Personnel, and Facilities to be provided by the Procuring Entity Procuring Entity’s Input and Counterpart Personnel

- (a) services, facilities and property to be made available to the consultant by the procuring entity: [list in detail all the information and services that will be made available; office space, transportation, computer and telecommunication services]*
- (b) Professional and support counterpart personnel to be assigned by the procuring entity to the consultant’s team: [list all professional and support personnel to be assigned to support consultant’s delivery against the TORs]*

7. Any other requirements

II Tenderer Qualifications

1. Eligible Consultants:

[Procuring Entity to select between the two options under (a) and delete the option that is not appropriate]

- (a) Option 1: This RFP procedure is available only to tenderers in Grenada *[this option may be used where there is no WB or other donor funding involved, where no regional or international agreement applies (see (b) below) and where the Procuring Entity considers that consultants established in Grenada have the capacity or capability to undertake the procurement]*

Option 2: This RFP is open to all qualified tenderers without discrimination *[this option should be used whenever there are no consultants in Grenada who have the capacity or capability to undertake the procurement]*

- (b) Consultants from or established in Grenada and from or established in a country which is a member of a regional or international agreement to which Grenada is a party and which grants access to the tenderers and consultants of the country to the procurement market of Grenada.
- (c) Consultants established as above shall be treated equally regardless of the degree of foreign affiliation or ownership.
- (d) For the information of the Consultants, at the present time firms, goods and services are excluded from this RFQ process from countries where:
- (i) as a matter of law or official regulations, Grenada prohibits commercial relations with that country; or
 - (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Grenada prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

[By operation of sections 32(2) of the Act, 13 of the Amendment and 25 of the Regulations, it appears that a “domestic” preference applies only in the case of national competitive tendering. It should apply in the case of international competitive tendering. Before the amendment, it applied to local community procurement, benefitting locally based suppliers. The current Regulations preceded this amendment.

Question for Grenada: notwithstanding the wording of the Act and Regulations, do we include a national preference provision to apply in the case of international competitive tendering (in anticipation of revised Regulations?) But does it in any event apply to consulting services?

2. Qualifications

Section 3: Proposal Schedule

Shortlisted tenderers shall comply with the qualification criteria of Article 17 of the Act.

Notes to Section 3.II:

1. *A Tenderer may be a firm that is a private entity, a government-owned entity or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such agreement supported by a letter of intent. In case of a joint venture, all members shall be jointly and severally liable for the execution of a Call-off Contract under a Contract in accordance with the Call-off Contract conditions that apply.*
2. *Participation by a Tenderer in more than one Proposal will result in the disqualification of all Proposals in which such Tenderer is involved.*
3. *Tenderers that are Government-owned enterprises or institutions in may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Procuring Entity.*
4. *The Tenderer shall have fulfilled its obligations to pay taxes and security contributions under the relevant national laws and regulations.*
5. *Non-performance shall be decided by the Procuring Entity based on contract terminations due to fault of the supplier in execution of the contract, including all contracts where (a) termination was not challenged by the supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) termination was so challenged but finally settled against the supplier. Non-performance shall not include instances where Procuring Entity decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on finally settled disputes or litigation if applicable, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Tenderer have been exhausted.*

III. Evaluation Criteria and Methods

This section contains all the criteria that the procuring entity shall use to evaluate the proposals and the qualify the tenderer determined to offer the highest ranked proposal.

- 1 Selection Method**
- 2 Assessment of Proposals**
- 3 National Preference**

1 Selection Method

(The procuring entity shall select the appropriate evaluation methodology and delete the other selection methods.)

(a) Quality and Cost-based Selection (QCBS)

The selection method uses a competitive process among shortlisted consultants that takes into account the quality of the proposal and the cost of the consultancy services in the selection of the successful consultant. This method shall assess the technical quality of the proposal, the experience of the tenderer, the expertise of the key staff of the tenderer, the proposed methodology, as well as the cost of the proposal. Where additional assessment criteria are to be utilised, details shall be stated within Section 2. Assessment of Proposals.

The total score is calculated by weighting the technical and financial scores, and additional criteria scores, where applicable, and adding them as per the formula and instructions in Section 2. Assessment of Proposals. All proposals shall have their combined scores ranked to produce a merit list. The highest ranked tenderer on the merit list shall be invited for negotiations.

(b) Selection under Fixed Budget (FBS)

The procuring entity shall select the tenderer that following the technical, and where applicable, additional assessment criteria evaluation, is the highest ranked proposal and whose financial proposal is within the predetermined fixed budget. The tenderer selected shall be invited to negotiate the contract.

The fixed budget is: *[insert the budget]*

Proposals that do not receive the minimum technical score and exceed this budget shall be rejected.

(c) Least Cost Selection (LCS)

The procuring entity shall prepare a merit list consisting of all proposals that achieve the minimum technical score.

The minimum technical score is: *[insert the minimum score]*

Section 3: Proposal Schedule

All tenderers on the merit list shall be considered to be ranked equally. The tenderer whose proposal offers the lowest evaluated total price of all the proposals on the merit list shall be selected and invited to negotiate the contract.

(d) Quality Based Selection (QBS)

The procuring entity shall select the tenderer that submitted the highest ranked technical proposal. The highest ranked tenderer is invited to negotiate the contract.

If financial proposals were invited together with the technical proposals, only the financial proposal of the technically highest ranked tenderer is opened by the procuring entity. All other financial proposals are returned unopened after the contract negotiations are successfully concluded and the public procurement contract is signed.

2 Assessment of Proposal

Proposals shall consist of a technical and financial proposal. Where additional methods of evaluation are to be utilised, such as site visit interviews or presentations, details of the procedures and evaluation criteria shall be stated in Section 2.3, below.

Weightings shall be combined to provide an overall evaluation score. The methodology to evaluate proposals is as indicated below.

2.1 Assessment of Technical Proposal

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

Evaluation Criteria	Sub-criteria points	Total points for criteria
1. Specific experience of the tenderer relevant to the assignment		<i>[e.g. 0 - 10]</i>
2. Adequacy of the proposed methodology and work plan in responding to the Terms of Reference 2a. Technical approach and methodology 2b. Work plan 2c. Organisation and staffing Total points for criterion:	<i>[Insert points]</i> <i>[Insert points]</i> <i>[Insert points]</i>	<i>[e.g. 20 - 50]</i>
3. Key Experts qualifications and competence for the assignment 3a. Team Leader 3b. <i>[Insert position or discipline as appropriate]</i> 3c. <i>[Insert position or discipline as appropriate]</i> 3d. <i>[Insert position or discipline as appropriate]</i> Total points for criterion:	<i>[Insert points]</i> <i>[Insert points]</i> <i>[Insert points]</i> <i>[Insert points]</i>	<i>[e.g. 30 - 60]</i>

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	<u>[Insert points]</u>	
The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weightings:		
(i) General qualifications	<u>[Insert weighting]</u>	
(ii) Adequacy for the assignment	<u>[Insert weighting]</u>	
(iii) Experience in region and language	<u>[Insert weighting]</u>	
Total weight	100%	
4. Suitability of the transfer of knowledge (training) program <i>[When transfer of knowledge is a particularly important component of the assignment, more than 10 points may be allocated, subject to procuring entity prior approval; the following sub-criteria may be provided]</i> 4a. Relevance of training program 4b. Training approach and methodology 4c. Qualifications of experts and trainers Total points for criterion:		<u>[Insert points]</u> <u>[Insert points]</u> <u>[Insert points]</u> <i>[e.g. 0 – 10]</i>
TOTAL TECHNICAL SCORE AVAILABLE		100
TENDERER'S TECHNICAL SCORE		<u>[insert score]</u>

The minimum technical score (St) required to pass is: [Insert number]

OR

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

Evaluation Criteria	Sub-criteria points	Total points for criteria
1. Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference		<i>[e.g. 20 - 40]</i>
2. Key Experts qualifications and competence for the assignment 2a. Team Leader 2b. <u>[Insert position or discipline as appropriate]</u> 2c. <u>[Insert position or discipline as appropriate]</u> 2d. <u>[Insert position or discipline as appropriate]</u> Total points for criterion:	<u>[Insert points]</u> <u>[Insert points]</u> <u>[Insert points]</u> <u>[Insert points]</u> <u>[Insert points]</u>	<i>[e.g. 60 - 80]</i>

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The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weightings:		
(iv) General qualifications	<i>[Insert weighting]</i>	
(v) Adequacy for the assignment	<i>[Insert weighting]</i>	
(vi) Experience in region and language	<i>[Insert weighting]</i>	
TOTAL TECHNICAL SCORE AVAILABLE		100
TENDERER'S TECHNICAL SCORE		<i>[insert score]</i>

The minimum technical score (St) required to pass is: *[Insert number]*

Alternative Technical Proposal

Where alternative technical proposals are permitted, the method of evaluation shall be as follows:

[insert method for evaluation]

2.2 Assessment of Financial Proposal

(a) Quality and Cost Based Selection (QCBS) method

The following formula shall be used to provide each proposal with a financial score.

$$\text{Tenderer's Financial Score} = 100 \times \left(\frac{\text{Lowest Offered Price}}{\text{Tenderer's Offered Price}} \right)$$

The lowest evaluated Financial Proposal is given the maximum financial score of 100.

(b) Selection under Fixed Budget (FBS)

The highest ranked tenderer following the technical evaluation, and where applicable additional assessment criteria, shall have their financial proposal evaluated and awarded either a pass or fail score. A pass score is awarded where the total cost of the financial proposal is within the predetermined fixed budget provided in the RFP. If the financial proposal receives a pass mark, the tenderer shall be invited to negotiate the contract. If a proposal receives a fail mark, it shall be rejected and not considered further. The next highest ranked tenderer shall then have its financial proposal evaluated. This process shall be repeated until a proposal receives a pass score and successfully negotiates a procurement contract.

(c) Least Cost Selection (LCS)

Each proposal that achieves the minimum technical score shall have its financial proposal evaluated. All financial proposals evaluated shall be ranked, with the tenderer whose proposal offers the lowest total proposal price invited to negotiate the contract. If the negotiation is not successful and does not result in a procurement

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contract, the tenderer whose proposal offers the next lowest total proposal price shall be invited to negotiate the contract. This process shall be repeated as necessary.

2.3 Assessment of Additional Criteria

Where additional assessment criteria (e.g. site visit interviews or presentations) are to form part of the evaluation, details of how such assessments shall be undertaken and scored are provided below:

[insert details of additional assessment criteria including assessment method, dates, times, location, method of scoring and total weighting available, including details of any sub-criteria that shall be used to score the proposals] (Where no additional assessment criteria shall be utilised, state 'Not applicable')

2.4 Total Proposal Score

Proposals are ranked according to their combined technical and financial scores in accordance with their weightings, as below:

The weights given to the Technical (T) and Financial (P) Proposals and Additional Criteria (A) are:

T = *[Insert weighting]*%; and

P = *[Insert weighting]*%; and

A = *[insert weighting]*%

Total weighting must equal 100%

In the case of Selection under Fixed Budget (FBS), P = PASS/FAIL

In the case of Least Cost Selection (LCS), T = PASS/FAIL

Where no additional criteria form part of the evaluation, A = 0%

Tenderer's Overall Score = (Technical Score x T%) + (Financial Score x P%) + (Additional Criteria Score x A%)

3 National Preference

Where indicated in section 3.II, a margin of preference for local content shall be provided in the evaluation of proposals. The application of the margin of preference shall be undertaken as below:

[insert method of application of the margin of preference] (for instance, a margin of preference may apply to the participation of Grenadian Nationals among the proposed Key Experts)

The percentage of the margin of preference is *[insert value or range]* %.

IV Integrity Requirements

The following practices are prohibited:

Consultants shall at all times abide with the following legal provisions:

Article 26 of the Act (Conflicts of Interest and Prohibited Practices):

(1) An employee or agent of the procuring entity or a member of a committee of the procuring entity who has a conflict of interest with respect to a procurement—

- (a) shall disclose the conflict of interest to the procuring entity.
- (b) shall not take part in the procurement proceedings; and
- (c) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or procurement contract.

(2) Without prejudice to any other legal remedy the procuring entity may have, any contract awarded in contravention of sub-section (1) shall be voidable at the option of the procuring entity.

(3) For the purpose of this section, a person has a conflict of interest with respect to a procurement if the person or relative of the person—

- (a) seeks, or has a direct or indirect pecuniary interest in a supplier, contractor or service provider who seeks a contract for the procurement; or
- (b) owns or has a right in any property or has a direct or indirect pecuniary interest that results in the private interest of the person conflicting with his duties with respect to the procurement.

(4) In this section, “relative” means—

- (a) a spouse, child, parent, brother or sister;
- (b) a child, parent, brother or sister of a spouse;
- (c) any other prescribed relative.

(5) For the purpose of sub-section (3), the following are persons seeking a contract for procurement—

- (a) a supplier, contractor or service provider submitting a tender; or
- (b) if negotiated tendering is being used, a supplier, contractor or service provider with whom the procuring entity is negotiating.

(6) No supplier, contractor or service provider or any employee or agent thereof shall be involved in any corrupt or fraudulent practice in any procurement proceeding or shall collude or attempt to collude with any person to—

- (a) make any proposed price higher than would otherwise have been the case;
- (b) have that other person refrain from making a submission or withdraw or change a submission; or

Section 3: Proposal Schedule

- (c) make submission with a specified price or with any specified inclusions or exclusions.

(7) If a supplier, contractor or service provider or any employer or any employee or agent thereof contravenes sub-section (6) the following shall apply—

- (a) both the supplier, contractor or service provider and other person referred to in sub-section (6) shall be disqualified from entering into a contract for the procurement; or
- (b) if a contract has already been entered into with either of the supplier, contractor or service provider and other person referred to in sub-section (6), the contract shall be voidable at the option of the procuring entity.

Technical Proposal

The Tenderer must prepare the Technical Proposal on stationery with its letterhead clearly showing the Tenderer's complete name and address.

***Note:** All italicized text is for use in preparing these forms and shall be deleted from the final products.*

Contract for the supply of Consultancy Services

Date: [insert date (as day, month and year) of Proposal Submission]

Request for Proposal No.: [insert identification]

To: [insert complete name of Procuring Entity]

We, the undersigned, offer to provide the consultancy services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert date] and our proposal.

We are hereby submitting our proposal, which includes this technical proposal and a financial proposal sealed in a separate envelope.

If the tenderer is a joint venture, insert the following:

We are submitting our proposal in association/as a consortium/as a joint venture with: [Insert a list with full name and the legal address of each member and indicate the lead member].
(delete paragraph if not applicable)

We attach a copy ["of our letter of intent to form a joint venture" or, if a JV is already formed, "of the Joint Venture agreement"(delete as appropriate)] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture. (delete paragraph if not applicable)

If the tenderer's proposal includes sub-consultants, insert the following:

We are submitting our proposal with the following firms as sub-consultants: [Insert a list with full name and address of each sub-consultant] (delete paragraph if not applicable)

We hereby declare that:

- (a) We have examined the RFP and have no reservations, including any addenda subsequently issued; and
- (b) We offer to provide the consultancy services in conformity with all requirements stated within the RFP and in accordance with our proposal; and
- (c) All the information and statements made in this proposal are true and we accept that any misinterpretation or misrepresentation contained in this proposal may lead to our disqualification by the procuring entity; and
- (d) Our proposal shall be valid for the period indicated in paragraph 9 of the ITT, from the proposal submission deadline, and it shall remain binding upon us and may be accepted at any time prior to the expiration of that period; and
- (e) We have no conflict of interest in accordance with paragraph 5 of the ITT; and

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- (f) We, including any sub-consultants are eligible to participate in this procurement process based on the eligibility requirements stipulated in paragraph 1 of the ITT; and
- (g) We hereby agree that in submitting a proposal, and in executing any resulting Procurement Contract, we undertake to observe the laws against conflict of interest, fraud and corruption as stated in section 3.IV; and
- (h) We undertake to negotiate a Procurement Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in paragraph 10 of the ITT. may lead to the termination of contract negotiations; and
- (i) We understand that this proposal and your written acceptance in your notification of award following the conclusion of negotiations, shall constitute a binding Procurement Contract between us, until a formal Procurement Contract is prepared and executed; and
- (j) We understand that you are not bound to accept the lowest or any proposal you receive; and
- (k) We undertake, if our proposal is accepted and the Procurement Contract is signed, to initiate the consultancy services related to the assignment no later than the date indicated in the TOR or otherwise agreed during the negotiations.

Name of
Tenderer:

Name*:
.....

Position:
.....

Signature
:

Duly
authorise
d to sign
the
proposal
for and
on behalf
of:

Date:
.....

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*The person signing the proposal shall have the power of attorney given by the tenderer to submit the proposal. For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.

Tenderer Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Proposal Submission]*
RFP No.: *[insert number of RFP process]*

Page _____ of _____ pages

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's or JV's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's or JV's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's or JV's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's or JV's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
The tenderer or joint venture shall submit evidence of its incorporation. The following documents shall be required as part of the Proposal submission: (a) Certificate of Registration or Incorporation of the tenderer. In the case of a joint venture, each tenderer named above shall submit the required evidence. (b) In the case of a joint venture, a letter of intent to form a joint venture or the joint venture agreement. (c) In case of Government-owned enterprise or institution, documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not dependent agency of the Procuring Entity

Technical Form 1

Description of approach, methodology, and work plan in responding to the Terms of Reference

(Suggested structure below)

- a) *Technical Approach and Methodology*
- b) *Work Plan*
- c) *Organisation and Staffing*
- d) *Comments*

a) **Technical Approach and Methodology**

Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.

b) **Work Plan**

Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the procuring entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the TECH-5: Work schedule and planning for deliverables form.

c) **Organisation and Staffing** *[this section to be completed only where the identity of Key Experts is critical to the project – delete if not applicable]*

Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.

*This should include a brief description of the tenderer's organisation and an outline of the recent experience of the tenderer that is most relevant to the assignment for the last *[procuring entity to insert number]* years. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the tenderer shall indicate the names of the tenderer's Key Experts and sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the tenderer), and the tenderer's role/involvement.*

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

Your suggestions should be concise and to the point and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided

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by the procuring entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.

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Technical Form 2

Work schedule and planning for deliverables

No.	Deliverables ¹ (D-[insert number])	Months											
		1	2	3	4	5	6	7	8	9		n	TOTAL
D-1	<i>[e.g., Deliverable #1: Report A</i>												
	<i>1) data collection</i>												
	<i>2) drafting</i>												
	<i>3) inception report</i>												
	<i>4) incorporating comments</i>												
	<i>5)</i>												
	<i>6) delivery of final report to procuring entity]</i>												
D-2	<i>[e.g., Deliverable #2]</i>												
n													

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

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Technical Form 3

Team Composition, Assignment, Key Experts' inputs and Curriculum Vitae (CV)

No.	Name	Expert's input (in person/month) per each Deliverable (listed in Form 2)										Total time-input (in Months)					
		Position		D-1		D-2		D-3			D-...		Home	Field	Total		
KEY EXPERTS																	
K-1		[e.g. Team Leader]	[Home]	[3 months]		[1.0]		[1.0]									
			[Field]	[0.5 months]		[2.5]		[1.0]									
K-2																	
n																	
											Subtotal						
NON-KEY EXPERTS																	
N-1			[Home]														
			[Field]														
N-2																	
n																	
											Subtotal						
											Total						

- 1 For Key Experts, the input shall be indicated individually for the same positions as stated in the Terms of Reference.
 - 2 Months are counted from the start of the assignment/mobilisation. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
 - 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out any other country outside the expert's country of residence.
-  Full time input
  Part time input

Curriculum Vitae (CV)
(template to be used for each Key Expert)

Position title	<i>[insert position title]</i>
Name of Expert:	<i>[Insert full name]</i>
Date of birth:	<i>[day/month/year]</i>
Country of citizenship/residence	<i>[insert country of citizenship/residence]</i>

Education: *[List college/university or other specialised education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]*

Employment record relevant to the assignment: *[insert details]*

(Starting with present position, list in reverse order. Please provide dates, name of employing organisation, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organisation(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included)

Period	Employing organisation and your title/position & contact information for references	Country	Summary of activities performed relevant to the assignment
<i>[insert timeframe]</i>	<i>[insert details]</i>	<i>[insert country]</i>	<i>[insert summary of activities]</i>
Membership in professional associations and publications: <i>[insert details]</i>			
Language skills (indicate only languages in which you can work): <i>[insert details]</i>			
Adequacy for the Assignment			
Detailed tasks assigned on Tenderer’s team of Experts:		Reference to prior work/assignments that best illustrates capability to handle the assigned tasks	
<i>[List all deliverables/tasks as in Form 2 in which the Expert shall be involved]</i>		<i>[insert details]</i>	
Experts contact information			
Address:	<i>[insert address]</i>		
E-mail:	<i>[insert e-mail address]</i>		
Telephone:	<i>[insert telephone number]</i>		

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the procuring entity, and/or sanctions by the Government.

[day/month/year]

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Name of Expert	Signature	Date <i>[day/month/year]</i>
----------------	-----------	---------------------------------

Name of authorised Representative of the Tenderer <i>(to be the same person who signs the Proposal)</i>	Signature	Date
---	-----------	------

(i) This CV correctly describes my qualifications and experience

(ii) I am employed by the procuring entity

(iii) I was part of the team who wrote the terms of reference for this consultancy services assignment

Yes	No
☐	☐
☐	☐
☐	☐

I certify that I have been informed by the firm that it is including my CV in the proposal for the *[name of project and reference]*. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the proposal.

OR

[If CV is signed by the firm's authorised representative and the written agreement attached]
I, as the authorised representative of the firm submitting this proposal for the *[name of project and reference]*, certify that I have obtained the consent of the named expert to submit his/her CV, and that I have obtained a written representation from the expert that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the proposal.

(delete as appropriate)

Financial Proposal

[in a separate envelope]

The Tenderer must prepare the Financial Proposal on stationery with its letterhead clearly showing the Tenderer's complete name and address.

***Note:** All italicized text is for use in preparing these forms and shall be deleted from the final products.*

Contract for the supply of Consultancy Services

Date: [insert date (as day, month and year) of Proposal Submission]

Request for Proposal No.: [insert identification]

To: [insert complete name of Procuring Entity]

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

Our attached Financial Proposal is for the amount of [indicate the corresponding to the amount(s) currency(ies)] [insert amount(s) in words and figures], [Insert "including" or "excluding"] of all indirect local taxes. The estimated amount of local indirect taxes is [insert currency] [insert amount in words and figures] which shall be confirmed or adjusted, if needed, during negotiations. [Please note that all amounts shall be the same as in Financial Form 1].

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.

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

Name and Address of Agent(s)/Other party	Amount and Currency	Purpose
_____	_____	_____
_____	_____	_____
_____	_____	_____

If no payments are made or promised, add the following statement:

"No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, contract execution."

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

Authorised Signature (In full and initials): _____

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Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

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Financial Form 1

Summary of Costs

Item	Currency [EC\$]	<i>[Insert Foreign Currency #1, if applicable]</i>	<i>[Insert Foreign Currency #2, if applicable]</i>
Cost of the Financial Proposal			
Including:			
(1) Remuneration			
(2) Reimbursable			
<u>Total Cost of the Financial Proposal:</u> <i>(Should match the amount in Financial Proposal)</i>			
Indirect Local Tax Estimates – to be discussed and finalised at the negotiations if the Procurement Contract is awarded			
<i>(i) [insert type of tax e.g., VAT or sales tax]</i>			
<i>(ii) [e.g., income tax on non-resident experts]</i>			
<i>(iii)[insert type of tax]</i>			
Total Estimate for Indirect Local Tax:			

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Financial Form 2

Breakdown of Remuneration

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

A. Remuneration							
No.	Name	Position (from Technical Form 3)	Person-month Remuneration Rate	Time Input in Person/Month (from Technical Form 3)	Currency [EC\$]	[Foreign Currency #1- as in Form 1]	[Foreign Currency#2 - as in Form 1]
	Key Experts						
<u>K-1</u>			[Home]				
			[Field]				
<u>K-2</u>							
	Non-Key Experts						
<u>N-1</u>			[Home]				
			[Field]				
<u>N-2</u>							
	Total Costs						

Appendix A: Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. The Sample Form shall be completed and attached to the Financial Form 1 Appendix B: Sample Form. Agreed at the negotiations, breakdown sheets shall form part of the negotiated contract and included at Appendix C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny as the procuring entity is expected to exercise prudence in the expenditure of government funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the tenderer's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and shall be shown separately. Where the tenderer's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave is calculated based on the cost of total days leave per annum as a percentage of basic salary and normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the procuring entity is not charged for the leave taken.

- (v) Overheads are the tenderer's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Procurement Contract. Typical items are home office costs (non-billable time, time of senior tenderer's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of tenderer's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic

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salary. The procuring entity does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the tenderer. In such case, the tenderer shall be entitled only to administrative costs and a fee on the monthly payments charged for subcontracted Experts.

- (vi) Profit is normally based on the sum of the salary, social costs, and overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profits shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some tenderers pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. UNDP standard rates may be used as a reference to determine subsistence allowances.

Appendix B: Sample Form

Tenderer: [insert tenderer's full name]
Assignment: [insert name of assignment]

Country: [insert base country]
Date: [insert date]

Tenderer's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from our payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the tenderer's Experts; and
- (b) attached are true copies of the latest pay slips of the Experts listed; and
- (c) the away from home office allowances indicated below, if applicable, are those that the tenderer has agreed to pay for this assignment to the Experts listed; and
- (d) the factors listed in the attached table for social charges and overhead are based on the tenderer's average cost experiences for the latest [three (*amend if necessary*)] years as represented by the tenderer's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of tenderer]

Signature of Authorised Representative

Date

Name: _____

Title: _____

Appendix C: Tenderer's Representations Regarding Costs and Charges (Model Form I)

(Expressed in [EC\$] amend if alternative currencies are permitted)*

<i>Personnel</i>		<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
<i>Name</i>	<i>Position</i>	<i>Basic Remuneration Rate per Working Month/Day/Year</i>	<i>Social Charges¹</i>	<i>Overhead¹</i>	<i>Subtotal</i>	<i>Profit²</i>	<i>Away from Home Office Allowance</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour</i>
<i>Grenada</i>									
<i>Home Office</i>									

* If more than one currency is used, use additional table(s), one for each currency

1. Expressed as percentage of column 1

2. Expressed as percentage of column 4

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Financial Form 3

Breakdown of Reimbursable Expenses

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

Reimbursable Expenses:							
No.	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	[Currency: EC\$]	[Foreign Currency #1 - as in Form 1]	[Foreign Currency #2 - as in Form 1]
_____	[e.g., Per diem allowances*]	[Day]		_____			
_____	[e.g., International flights]	[Ticket]		_____			
_____	[e.g., In/out airport transportation]	[Trip]					
	[e.g., Communication costs between Insert place and Insert place]				_____		
	[e.g., reproduction of reports]				_____		
	[e.g., Office rent]				_____		
					_____		
	[Training of the procuring entity's personnel – if required in TOR]				_____		
Total Costs							

*“Per diem allowance” is paid for each night the Expert is by required by the procuring entity to be away from their usual place of residence. The procuring entity may set up a ceiling.

Letter of Acceptance

Notification of Award of Procurement Contract

To: [insert name and address of Consultant]

Date: [insert date of issue]

Procurement Contract Reference Number: [insert procurement contract reference number]

This is notify you that your proposal, reference [insert tenderer's proposal reference], dated [insert date] for the provision of consultancy services for [insert brief description of assignment], under procurement contract reference [insert procurement contract reference number] for the amount of [insert price in words] [(insert amount in figures)] has been accepted.

This notification of award of a procurement contract constitutes a binding Procurement Contract between us, until a formal Procurement Contract is signed and executed.

Signature:

Name and Title:

Procuring Entity:

Procurement Contract Agreement (Time-Based or Lump Sum)

This PROCUREMENT CONTRACT AGREEMENT is made on the [insert] day of [enter month, year]

BETWEEN

[enter name of Procuring Entity], and having its principal place of business at [enter address of Procuring Entity] (Hereinafter called “**the Procuring Entity**”) of the one part

AND

[Enter name of Consultant]

(Hereinafter called “**the Consultant**”) and having its principal place of business at [enter address of Consultant] of the other part.

NOW THIS PROCUREMENT CONTRACT AGREEMENT IS AGREED AS FOLLOWS:

1. The Procuring Entity requires the [describe consultancy services] (Hereinafter called “**the Consultancy Services**”)
2. Further to the Notification of Award of Procurement Contract on [enter date], the Procuring Entity, accepts the Consultant’s offer.
3. The Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Consultancy Services on the terms and conditions set forth in this Contract.
4. The mutual rights and obligations of the Procuring Entity and the Consultant shall be set forth in the Contract, in particular:
 - a. The Consultant shall carry out the Consultancy Services in accordance with the provisions of the Contract; and
 - b. The Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.
5. *[In the case of a lump sum contract only: insert this paragraph]* The maximum [contract value/amount of time] *(delete as appropriate)* that can be paid under this procurement contract shall be: [insert maximum value and currency, or amount of time]
6. The following document(s) shall be deemed to form and be read as part of this Contract:
 - (a) This Contract Agreement; and
 - (b) Special Conditions of Contract for Consultancy Services; and
 - (c) General Conditions of Contract for Consultancy Services; and
 - (d) Contract Agreement Appendices:
 - (i) Appendix A - Terms of Reference; and
 - (ii) Appendix B - Key Experts; and
 - (iii) Appendix C - Remuneration Cost Estimates; and
 - (iv) Appendix D - Reimbursable Cost Estimates; and
 - (v) Appendix E - Form of Advance Payments Guarantee; and
 - (e) The Tenderer’s Proposal; and

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(f) The Request for Proposal; and

(g) *Add any other document(s)*

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above

This Procurement Contract Agreement and the documents stated in Part 5 above, constitutes the entire agreement between the Procuring Entity and the Consultant and superseded by all communications, negotiations and agreements (whether written or oral) of the parties made prior to the date of Contract.

This Contract Agreement is executed in accordance with the laws of Grenada on the day, month and year indicated above.

Name: [insert name]

Name: [insert name]

Signed: [insert signature]

Signed: [insert signature]

In the capacity of: [insert title]

In the capacity of: [insert title]

For and on behalf of the Procuring Entity

For and on behalf of the Consultant

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

For and on behalf of each of the members of the Consultant

Joint Venture: [insert the name of the JV]

Authorised representative: [insert name of the lead member]

Signed: [insert Authorised Representative on behalf of a JV]

For and on behalf of: [add signature blocks for each member if all are signing]

General Conditions of Contract for Consultancy Services (GCC)

(These General Conditions of Contract can be used for either Time-Based or Lump-Sum Contracts. Procuring Entity shall delete clauses in italics that are not relevant to the contract type not being used prior to issue in the Request for Proposal)

1 Definitions

- 1.1 Throughout the General and Special Conditions of Contract, the following terms shall apply:
- (a) “Act” means the Public Procurement and Disposal of Public Property Act 2014. as amended;
 - (b) “affiliate(s)” means an individual or an entity that directly or indirectly controls, or is controlled by, or is under common control with the consultant;
 - (c) “consultant” means a natural or legal person, including a consortium (that is, association of several persons, or firms or companies) that has entered into a procurement contract for the provision of consultancy services;
 - (d) “days” means calendar days unless otherwise stated;
 - (e) “Effective Date” means the date on which the procurement contract comes into force and effect pursuant to GCC Clause 12;
 - (f) “Expert” means, collectively, Key Experts, Non-Key Experts, or any other personnel provided by the consultant;
 - (g) “in writing” means communicated in written form with proof of receipt;
 - (h) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the consultancy services under the procurement contract;
 - (i) “Non-Key Expert(s)” means an individual professional provided by the successful tenderer or sub-consultant and who is assigned to perform the consultancy services or any part thereof under the procurement;
 - (j) “Party” means either the procuring entity or the consultant;
 - (k) “person” includes a corporation or unincorporated body;
 - (l) “procurement contract” means a contract concluded between a procuring entity and a supplier, contractor, consultant or service provider at the end of the procurement proceedings;
 - (m) “procuring entity” means a public entity, as defined by the Act, making a procurement to which this Act applies;
 - (n) “Regulations” mean the Public Procurement and Disposal of Public Property Regulations 2015;
 - (o) “SCC” means the Special Conditions of Contract;
 - (p) “sub-consultant” means an entity to whom the successful tenderer intends to subcontract any part of the consultancy services while remaining responsible to the procuring entity during the performance of the procurement contract;
 - (q) “TORs” Terms of Reference (TORs) which explain the objectives, scope, activities and tasks to be performed, respective responsibilities of the procuring entity and the consultant, and expected results and deliverables of the assignment; and
 - (r) if the context so requires, “singular” means “plural” and vice versa.
- 1.2 Procurement contracts which include the provision of goods and works shall be regarded as consultancy service contracts if the total value of the consultancy

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services is greater than the value of the goods or works covered by the procurement contract.

2 Interpretations

- 2.1 Entire agreement: The procurement contract constitutes the entire agreement between the procuring entity and the consultant and supersedes all communications, negotiations and agreements of the parties made prior to the date of the procurement contract. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.2 Payment to the consultant under this procurement contract shall be on a time-based or lump-sum based contract, as stipulated **in the SCC**.
- 2.3 Amendment: No amendment, modification or other variation of the procurement contract shall be valid unless it is in writing, is dated, expressly refers to the procurement contract, and is signed by a duly authorised representative of each party. However, each party shall give due consideration to any proposals for modification or variation made by the other party.
- 2.4 Expiration of contract: Unless terminated earlier pursuant to GCC Clause 16, this procurement contract shall expire at the end of such time period after the Effective Date as specified **in the SCC**.

3 Relationship between the Parties

- 3.1 Nothing contained in the procurement contract shall be construed as establishing a relationship of master and servant or of principal and agent as between the procuring entity and the consultant. The consultant, subject to this procurement contract, has complete charge of the Experts and sub-consultants, if any, performing the consultancy services and shall be fully responsible for the consultancy services performed by them or on their behalf.

4 Conduct of Consultants

- 4.1 The Government of Grenada requires that all parties involved in the procurement proceedings and execution of such procurement contracts observe the highest standard of ethics and comply with the integrity provisions of the Act (section 3.IV of the ITT).
- 4.2 The consultant including any sub-consultants and subcontractors shall adhere to all eligibility requirements required by the Act and provide such evidence of its continued eligibility as the procuring entity may reasonably request of its continued eligibility during the performance of the procurement contract.

5 Eligibility of Consultants

Consultants including any of their management, directors or officers shall not

- (a) be debarred from executing the procurement contract under Article 46 of the Act; and
- (b) have been convicted in any country of any criminal offence related to fraud or financial impropriety or making false statements or misrepresentations with respect to its qualifications to enter into a procurement contract, within a period of two years preceding the commencement of the procurement proceedings or have been otherwise disqualified.

6 Governing Law

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- 6.1 This procurement contract shall be governed by and interpreted in accordance with the laws of Grenada.
- 6.2 The consultant shall perform the consultancy services in accordance with the procurement contract and the laws of Grenada and shall take all practicable steps to ensure that any of its Experts and sub-consultants, comply with these laws.

7 Language of the Procurement Contract

- 7.1 The contract as well as all correspondence and documents relating to the procurement contract exchanged by the consultant and the procuring entity shall be written in English.

8 Joint Venture

- 8.1 If the consultant is a joint venture, all of the parties shall be jointly and severally liable to the procuring entity for the fulfilment of the provisions of the procurement contract and shall designate one party to act as a leader with authority to act on behalf of the joint venture. The composition of the joint venture shall not be altered without consent of the procuring entity.

9 Assignment

- 9.1 Neither the procuring entity nor the consultant shall assign, in whole or in part, its obligations under this procurement contract, except with the prior written approval of the authorised representatives as indicated in GCC Sub-Clause 10.1, of both parties.

10 Communications and Authorised Representatives

- 10.1 Any communication made in relation to this procurement contract shall be undertaken in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative, as indicated in GCC Sub-Clause 10.2, of the other party at the address specified **in the SCC**.
- 10.2 Any action required or permitted to be taken, and any document required or permitted to be executed under this procurement contract by the procuring entity or the consultant may be taken or executed by the representatives specified **in the SCC**.
- 10.3 In case the consultant is a joint venture, the members hereby authorise the representative specified **in the SCC** to act on their behalf in exercising all the consultant's rights and obligations towards the procuring entity under this procurement contract, including without limitation the receiving of instructions and payments from the procuring entity.
- 10.4 Either party may change its address or the authorised representatives by giving the other party written notice of such change to the address specified in GCC Sub-Clause 10.1.

11 Location

- 11.1 The consultancy services shall be performed at such locations as are specified in the procurement contract and, where the location of a particular task is not specified, at such locations, as the procuring entity may approve.

12 Effectiveness of Contract

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- 12.1 This procurement contract shall come into force and effect on the date of the procuring entity's notice to the consultant instructing the consultant to begin carrying out the consultancy services. For the avoidance of doubt, the Effective Date is stated **in the SCC**. This notice shall confirm that the effectiveness conditions, if any, listed **in the SCC** have been met.
- 12.2 If this procurement contract has not become effective within such time period after the date of procurement contract signature as specified **in the SCC**, either party may, by not less than thirty (30) days written notice to the other party, declare this procurement contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other party with regard to this contract.

13 Commencement of Services

- 13.1 The consultant shall confirm availability of Key Experts and begin carrying out the consultancy services not later than the number of days after the Effective Date specified **in the SCC**. Confirmation of the Key Experts' availability to start the assignment shall be submitted to the procuring entity in writing as a written statement signed by each Key Expert.

14 Force Majeure

- 14.1 For the purposes of this clause, "Force Majeure" means an event which is beyond the reasonable control of a party, is not foreseeable, is unavoidable, and makes a party's performance of its obligations in regard to the procurement contract impossible or so impractical as reasonably to be considered impossible under the circumstances. Subject to these requirements, such events may include, but is not restricted to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 14.2 Force Majeure shall not include:
- (a) any event which is caused by the negligence or intentional action of a party or such party's Experts, sub-consultants or employees; or
 - (b) any event which a diligent party could reasonably have been expected to both take into account at the time of the conclusion of this procurement contract, and avoid or overcome in the carrying out of its obligations; or
 - (c) insufficient funds or failure to make any payment required.
- 14.3 The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this procurement contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this procurement contract.
- 14.4 A party affected by an event of Force Majeure shall continue to perform its obligations under the procurement contract as far as is reasonably practical, and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- 14.5 A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice as soon as possible once conditions allow for a resumption of the procurement contract.

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- 14.6 Any period within which a party shall, pursuant to this procurement 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.
- 14.7 During the period of their inability to perform the consultancy services as a result of an event of Force Majeure, the consultant, upon instructions by the procuring entity, shall either:
- (a) demobilise, in which case the consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the procuring entity, in reactivating the consultancy services; or
 - (b) continue with the consultancy services to the extent reasonably possible, in which case the consultant shall continue to be paid under the terms of this procurement contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 14.8 In the case of disagreement between the parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 14.

15 Suspension

- 15.1 The procuring entity may, by written notice of suspension to the consultant, suspend all payments to the consultant hereunder if the consultant fails to perform any of its obligations under this procurement contract, including the carrying out of the consultancy services, provided that such notice of suspension:
- (a) shall specify the nature of the failure; and
 - (b) shall request the consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the consultant of such notice of suspension.

16 Termination

- 16.1 This procurement contract may be terminated by either party as per provisions of this clause.
- 16.2 The procuring entity may terminate this procurement contract:
- (a) in case of the occurrence of any of the following events:
 - i. if the consultant fails to remedy a failure in the performance of its obligations stated within this clause, as specified in a notice of suspension as stated in GCC Sub-Clause 15.1; or
 - ii. if the consultant becomes (or, in the case of a joint venture, if any of its members become) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or
 - iii. if the consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 35; or
 - iv. if, as the result of Force Majeure, the consultant is unable to perform a material portion of the consultancy services for a period of not less than sixty (60) calendar days; or
 - v. if the procuring entity, in its sole discretion and for any reason whatsoever, decides to terminate this procurement contract; or
 - vi. if the consultant fails to confirm availability of Key Experts or commence the assignment as required in GCC Sub-Clause 13.1; or

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- vii. if it is determined that the consultant has engaged in fraud and corruption, as defined in the Act, in competing for or in executing the procurement contract.
 - (b) Where the procuring entity terminates the procurement contract, in accordance with GCC Sub-Clause 16.2(a), it shall issue a written notice of termination to the consultant, providing the following minimum timeframes:
 - i. at least thirty (30) days if the termination is due to reasons stated in (i) – (iv); or
 - ii. at least sixty (60) days if the termination is due to reasons stated in (v); or
 - iii. at least five (5) days if the termination is due to reasons stated in (vi) – (vii).
- 16.3 The consultant may terminate this procurement contract:
- (a) in case of the occurrence of any of the events:
 - i. if the procuring entity fails to pay any money due to the consultant in accordance this procurement contract or fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 35; or
 - ii. if, as the result of Force Majeure, the consultant is unable to perform a material portion of the consultancy services for a period of not less than sixty (60) calendar days; or
 - iii. if the procuring entity is in material breach of its obligations pursuant to this procurement contract and has not remedied the same within forty-five (45) days (or such longer period as the consultant may have subsequently approved in writing) following the receipt by the notice specifying such breach.
 - (b) for reasons specified in GCC Sub-Clause 16.3(a), by providing written notice of termination to the procuring entity providing a minimum of thirty (30) calendar days notice.
- 16.4 If the procurement contract has not become effective, either party can terminate the procurement contract in accordance with GCC Sub-Clause 12.2.
- 16.5 Upon termination of this procurement contract in accordance with this clause, or upon expiration of this procurement contract pursuant to GCC Sub-Clause 2.4, all rights and obligations of the parties shall cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or expiration; or
 - (b) the obligation of confidentiality set forth in GCC Clause 19; or
 - (c) the consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 22; or
 - (d) any right which a party may have under the applicable laws of Grenada.
- 16.6 Upon termination of this procurement contract by notice of either party to the other pursuant to GCC Sub-Clauses 16.2 or 16.3, the consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the consultancy services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the consultant and equipment and materials furnished by the procuring entity, the consultant shall proceed as provided, respectively, by GCC Clauses 23 or 24.
- 16.7 Upon termination of this procurement contract, the procuring entity shall make the following payments to the consultant:

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- (a) remuneration for consultancy services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and
- (b) in the case of termination pursuant to GCC Sub-Clause 16.2(a) iv-v, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this procurement contract, including the cost of the return international travel of the Experts.

17 Standard of Performance

- 17.1 The consultant shall perform the consultancy services and carry out the consultancy services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, employ appropriate technology and safe and effective equipment, machinery, materials and methods. The consultant shall always act, in respect of any matter relating to this procurement contract or to the consultancy services, as a faithful adviser to the procuring entity, and shall at all times support and safeguard the procuring entity's legitimate interests in any dealings with third parties.
- 17.2 The consultant shall employ and provide such qualified and experienced Experts and sub-consultants as are required to carry out the consultancy services.
- 17.3 The consultant may subcontract part of the consultancy services to an extent and with such Key Experts and sub-consultants as may be approved in advance by the procuring entity. Any agreed subcontracting, in the original proposal or agreed later shall not relieve the supplier from any obligations, duties, responsibilities or liabilities under the procurement contract.
- 17.4 All subcontractors shall comply with the provisions of GCC Clause 4.

18 Conflict of Interest

- 18.1 The consultant shall hold the procuring entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. This shall include, but is not limited to, the following:
 - (a) the consultant shall not benefit from commissions, discounts, etc. The payment of the consultant in accordance with these conditions of contract shall constitute the consultant's only payment in connection with this procurement contract and, subject to GCC Sub-Clause 18.1(e), the consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this procurement contract or in the discharge of its obligations; and
 - (b) the consultant shall use its best efforts to ensure that any sub-consultants, as well as the Experts and agents of either of them shall adhere to GCC Sub-Clause 18.1(a); and
 - (c) if the consultant, as part of the consultancy services, has the responsibility of advising the procuring entity on the procurement of goods, works or consultancy services, the consultant shall comply with the applicable laws of the Government of Grenada, and shall at all times exercise such responsibility in the best interest of the procuring entity; and
 - (d) any discounts or commissions obtained by the consultant in the exercise of such procurement responsibility shall be for the account of the procuring entity; and

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- (e) the consultant agrees that, during the term of this procurement contract and after its termination, the consultant and any entity affiliated with the consultant, as well as any sub-consultants and any entity affiliated with such sub-consultants, shall be disqualified from providing goods, works or non-consultancy services resulting from or directly related to the consultant's consultancy services for the preparation or implementation of the project, unless otherwise indicated **in the SCC**; and
- (f) the consultant as well as its sub-consultants shall not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this procurement contract; and
- (g) the consultant has an obligation and shall ensure that its Experts and sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the procuring entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the consultant or the termination of its procurement contract.

19 Confidentiality

- 19.1 Any discussions, communications or dialogue between the procuring entity and a consultant shall be confidential. Unless required by law, no party to any such discussions, communications, negotiation or dialogue shall disclose to any other person any technical, price, or other information relating to these discussions, communications, negotiations or dialogue without the consent of the other party.
- 19.2 Neither party shall use any such documents, data, and other information received from the other party for any purposes unrelated to the procurement contract, without prior written approval.
- 19.3 The obligations in GCC Sub-Clauses 19.1 and 19.2, does not prevent the disclosure of information if any of the following circumstances apply:
 - (a) disclosure is to an employee or agent of the procuring entity or a member of a committee of the procuring entity involved in the execution or delivery of the procurement contract; or
 - (b) disclosure is for the purpose of law enforcement; or
 - (c) disclosure is for the purpose of a review in accordance with the Act; or
 - (d) disclosure is pursuant to a court order; or
 - (e) disclosure is allowed under the Act or Regulations.

20 Liability of the Consultant

- 20.1 Subject to additional provisions, if any, set forth **in the SCC**, the consultant's liability under this procurement contract shall be as determined under the applicable laws of Grenada.

21 Insurance to be Taken by the Consultant

- 21.1 The consultant:
 - (a) shall take out and maintain, and shall cause any sub-consultants to take out and maintain, at its (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the procuring entity, insurance against the risks, and for the coverage specified **in the SCC**; and
 - (b) at the procuring entity's request, shall provide evidence to the procuring entity showing that such insurance has been taken out and maintained, including the payment of all premiums due; and

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- (c) shall ensure that such insurance is in place prior to commencing the consultancy services as stated in GCC Clause 13.

22 Accounting, Inspection and Auditing

- 22.1 The consultant shall keep and shall make all reasonable efforts to cause its sub-consultants to keep, accurate and systematic accounts and records in respect of the consultancy services, and in such form and detail that will clearly identify relevant time changes and costs.
- 22.2 The consultant shall permit and shall cause its sub-consultants to permit, the procuring entity and/or persons appointed by the procuring entity to inspect the Site and/or all accounts and records relating to the performance of the procurement contract and the submission of the proposal, and to have such accounts and records audited by auditors appointed by the procuring entity if requested by the procuring entity.

23 Reports and Records

- 23.1 The consultant shall submit to the procuring entity the reports and documents specified in Appendix A: Terms of Reference, in the numbers and within the time periods stated.
- 23.2 Unless otherwise indicated **in the SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the consultant for the procuring entity in the course of the consultancy services shall be confidential and become and remain the absolute property of the procuring entity. The consultant shall, not later than upon termination or expiration of this procurement contract, provide all such documents to the procuring entity, together with a detailed inventory. The consultant may retain a copy of such documents, data and/or software but shall not use for purposes unrelated to this procurement contract without prior written approval of the procuring entity.
- 23.3 If license agreements are necessary or appropriate between the consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the consultant shall obtain the procuring entity's prior written approval to such agreements, and the procuring entity shall be entitled at its discretion, recover the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified **in the SCC**.

24 Equipment, Vehicles and Materials

- 24.1 Equipment, vehicles and materials made available to the consultant by the procuring entity or purchased by the consultant wholly or partly with funds provided by the procuring entity, shall be the property of the procuring entity. Upon termination or expiration of this procurement contract, the consultant shall provide the procuring entity with an inventory of all such equipment, vehicles and materials and where required, shall dispose of such equipment, vehicles and materials in accordance with the procuring entity's instructions.
- 24.2 The consultant shall insure all such equipment, vehicles and materials unless otherwise instructed in writing by the procuring entity. The insurance shall be at the procuring entity's expense for an amount equal to their full replacement value.

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- 24.3 Any equipment or materials brought by the consultant or its Experts into Grenada for the use either for the project or personal use shall remain the property of the consultant or the Experts concerned, as applicable.

25 Key Experts

- 25.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the consultancy services of each of the consultant's Key Experts are described in Appendix B: Key Experts.
- 25.2 No changes shall be made to the Key Experts unless otherwise agreed in writing with the procuring entity.
- 25.3 Notwithstanding GCC Sub-Clause 25.2, the substitution of Key Experts during contract execution may only be considered following the consultant's written request and be due to circumstances outside the reasonable control of the consultant, including but not limited to death or medical incapacity. In such case, the consultant shall provide a replacement, who shall be a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 25.4 In the case of time-based contracts, the following shall apply:
- (a) If additional work is required beyond the scope of the consultancy services specified in Appendix A: Terms of Reference, the estimated time-input for the Key Experts may be increased by agreement in writing between the procuring entity and the consultant. In case where payments under this procurement contract exceed the ceilings set forth in GCC Sub-Clause 36.2, the parties shall sign a contract amendment.
 - (b) If during execution of the procurement contract, additional Key Experts are required to carry out the consultancy services, the consultant shall submit to the procuring entity for review and approval a copy of their Curricula Vitae (CVs). If the procuring entity does not object in writing (stating the reasons for the objection) within thirty (30) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the procuring entity.
 - (c) Any specific working hours and holidays for Experts that apply to this procurement contract shall be stated in Appendix B: Key Experts.

26 Removal of Experts or Sub-consultants

- 26.1 If the procuring entity finds that any Expert or sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or the procuring entity determines that the consultant's Expert or sub-consultant has engaged in a fraudulent or corrupt practice, in accordance with the GCC Clause 4, while performing the consultancy services, the consultant shall, at the procuring entity's written request, provide a replacement.
- 26.2 In the event that any Expert or sub-consultant is found by the procuring entity to be incompetent or incapable in discharging assigned duties, the procuring entity, specifying the grounds, may request the consultant to provide a replacement.
- 26.3 Any replacement of the removed Expert or sub-consultant shall possess better qualifications and experience and shall be acceptable to the procuring entity.
- 26.4 The consultant shall bear all costs arising from any removal and/or replacement of such Experts or sub-consultants.

27 Assistance and Exemptions

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27.1 Unless otherwise specified **in the SCC**, the procuring entity shall use its best efforts to:

- (a) assist the consultant with obtaining work permits and such other documents as shall be necessary to enable the consultant to perform the consultancy services; and
- (b) assist the consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Grenada while carrying out the consultancy services under the procurement contract; and
- (c) facilitate prompt clearance through customs of any property required for the consultancy services and of the personal effects of the Experts and their eligible dependents; and
- (d) issue to officials, agents and representatives of the Government of Grenada all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the consultancy services; and
- (e) assist the consultant and the Experts and any sub-consultants employed by the consultant for the consultancy services with obtaining all necessary permissions, permits and exemptions as may be necessary or appropriate for the prompt and effective implementation of the consultancy services; and
- (f) provide to the consultant any such other assistance as may be specified **in the SCC**.

28 Access to Project Site

28.1 The procuring entity warrants that the consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the consultancy services. The procuring entity shall be responsible for any damage to the project site or any property resulting from such access and will indemnify the consultant and each of the Experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the consultant or any of its sub-consultants or Experts.

29 Change in the Applicable Law Related to Taxes and Duties

29.1 If, after the signing of the procurement contract by both parties, there are any changes to the law within Grenada that subsequently affects the outputs, dates of completion of various tasks and/or the contract price or remuneration cost estimates, then such completion schedule and/or contract price or remuneration cost estimates shall by agreement between the parties be correspondingly increased or decreased, to the extent that the contractor has been affected in the performance of any of its obligations under the procurement contract. Where any changes to the law occur prior to the signing of the procurement contract by both parties, then such changes shall be agreed during the negotiations.

30 Contract Amendments

30.1 The procurement contract shall not vary from the requirements of the terms of reference, the RFP or the terms of the successful proposal following negotiations, except in accordance with the following:

- (a) the procurement contract may provide for a different price, if there is a proportional increase or reduction in what is to be provided under the procurement contract; and

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- (b) the variations must be such that, had the proposal as varied been evaluated again using the same evaluation criteria as stated in Section 3.III. Evaluation Criteria and Selection Method of the RFP, the proposal would have been the highest ranked on the merit list.
- 30.2 Any variation of a contract:
 - (a) shall not result in a quantity or price variation that exceeds **ten (10) percent** of the original contract quantity or price; and
 - (b) that results in a price variation, shall be based on the prevailing consumer price index at the monthly inflation rate issued by the Eastern Caribbean Central Bank (ECCB); and
 - (c) that results in any price or quantity variation, shall be executed within the period of the procurement contract.
- 30.3 Any variation that results in a contract amendment shall be issued in accordance with GCC Sub-Clause 2.3.

31 Services, Facilities and Property of the Procuring Entity

- 31.1 The procuring entity shall make available to the consultant and the Experts, for the purposes of the consultancy services, the services, facilities and property described in Appendix A: Terms of Reference at the times and in the manner specified, free of charge.
- 31.2 In case that such services, facilities and property shall not be made available to the consultant as and when specified in Appendix A, the parties shall agree on:
 - (a) any time extension that it may be appropriate to grant to the consultant for the performance of the consultancy services; and
 - (b) the manner in which the consultant shall procure any such services, facilities and property from other sources; and
 - (c) the additional payments, if any, to be made to the consultant as a result the unavailability of such services, facilities and property described in Appendix A: Terms of Reference.

32 Counterpart Personnel

- 32.1 The procuring entity shall make available to the consultant free of charge such professional and support counterpart personnel, to be nominated by the procuring entity with the consultant's advice, if specified in Appendix A: Terms of Reference.
- 32.2 If counterpart personnel are not provided by the procuring entity to the consultant as and when specified in Appendix A: Terms of Reference, the procuring entity and the consultant shall agree on:
 - (a) how the affected part of the consultancy services shall be carried out; and
 - (b) the additional payments, if any, to be made by the procuring entity to the consultant.
- 32.3 GCC Sub-Clause 32.2 only applies to the procurement contract in the case of time-based contracts, as stipulated in GCC Sub-Clause 2.2.
- 32.4 Professional and support counterpart personnel, excluding procuring entity's liaison personnel, shall work under the exclusive direction of the consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the consultant that is consistent with the position occupied by such member, the consultant may request the replacement of such member, and the procuring entity shall not unreasonably refuse to act upon such request.

33 Payment Obligation

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- 33.1 In consideration of the consultancy services performed by the consultant under this procurement contract, the procuring entity shall make such payments to the consultant and in such manner as expressed in these General and Special Conditions of Contract.

34 Good Faith

- 34.1 The parties undertake to act in good faith with respect to each other's rights under this procurement contract and to adopt all reasonable measures to ensure the realisation of the objectives of this procurement contract.

35 Settlement of Disputes

- 35.1 Both parties shall make every effort to resolve amicably any disagreement or dispute arising during the execution of the procurement contract. Where after 14 days the parties are unable to resolve any disagreement or dispute, then either party may give notice to the other of its intention to commence arbitration. No arbitration may be commenced unless such notice is given.
- 35.2 The arbitration proceedings shall be conducted in accordance with the rules of procedure stated **in the SCC**.
- 35.3 The parties shall continue to perform its respective obligations under the procurement contract, notwithstanding the arbitration proceedings, unless otherwise agreed between the parties.

Payments to the Consultant (for Time-Based Contracts) (delete in the case of a Lump-Sum Based Contract)

36 Ceiling Amount

- 36.1 An estimate of the cost of the consultancy services is set forth in Appendix C: Remuneration Cost Estimates and Appendix D: Reimbursable Cost Estimates.
- 36.2 Payments under this procurement contract shall not exceed the ceilings in local currency and in foreign currency specified **in the SCC**.
- 36.3 For any payments in excess of the ceilings specified in GCC Sub-Clause 36.2, an amendment to the procurement contract shall be signed by the parties referring to the provision of this procurement contract that evokes such amendment.

37 Remuneration and Reimbursable Expenses

- 37.1 The procuring entity shall pay to the consultant:
- (a) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the consultancy services after the date of commencement of the consultancy services or such other date as the parties shall agree in writing; and
 - (b) reimbursable expenses that are actually and reasonably incurred by the consultant in the performance of the consultancy services.
- 37.2 All payments shall be at the rates set forth in Appendix C: Remuneration Cost Estimates and Appendix D: Reimbursable Cost Estimates.
- 37.3 Unless price adjustment of the remuneration rates is provided for **in the SCC**, remuneration shall be fixed for the duration of the procurement contract.
- 37.4 The remuneration rates shall cover:
- (a) such salaries and allowances as the consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads); and

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- (b) the cost of backstopping by home office staff not included in the Experts' list in Appendix B: Key Experts; and
 - (c) the consultant's profit; and
 - (d) any other items as specified **in the SCC**.
- 37.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the procuring entity once the applicable remuneration rates and allowances are known.

38 Taxes and Duties

- 38.1 The consultant, sub-consultants and Experts shall be responsible for meeting any and all tax liabilities arising out of the procurement contract unless it is stated otherwise **in the SCC**.
- 38.2 As an exception to the above and as stated **in the SCC**, all local identifiable indirect taxes, which shall be itemised and finalised at contract negotiations, are reimbursed to the consultant or are paid by the procuring entity on behalf of the consultant.

39 Currency of Payment

- 39.1 Any payment under this procurement contract shall be made in the currency(ies) specified **in the SCC**.

40 Mode of Billing and Payment

- 40.1 Billings and payments in respect of the consultancy services shall be made as follows:
- (a) Advance payment. Within the timeframe specified, the procuring entity shall pay the consultant an advance payment unless otherwise indicated **in the SCC**. An advance payment shall be made against an advance payment bank guarantee acceptable to the procuring entity in the amount(s) and in a currency/ies specified **in the SCC**. Such guarantee:
 - i. is to remain effective until the advance payment has been fully set off; and
 - ii. is to be in the form set forth in the Contract Appendices: Form of Advance Payment Guarantee, or in such other form as the procuring entity shall have approved in writing; and
 - iii. shall be in the amount and in the currency or the currency(ies) of the advance payment.
 - (b) Itemised Invoices. As soon as practicable and not later than the time interval indicated **in the SCC**, the consultant shall submit to the procuring entity, itemised invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable in accordance with GCC Clauses 36 and 37 for such interval, or any other period indicated **in the SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration reimbursable expenses separately.
 - (c) The Final Payment. The final payment under this clause shall be made only after the final report and final invoice have been submitted by the consultant and approved as satisfactory by the procuring entity. The consultancy services shall then be deemed completed and finally accepted by the procuring entity. The final report and final invoice shall be deemed approved by the procuring entity as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the procuring entity unless the procuring entity, within

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such ninety (90) calendar day period, gives written notice to the consultant specifying in detail deficiencies in the consultancy services. The consultant shall promptly make any necessary corrections, and this process shall be repeated until the procuring entity is satisfied with the final report. Any amount that the procuring entity has paid or has caused to be paid in accordance with this clause in excess of the amounts payable in accordance with the provisions of this procurement contract shall be reimbursed by the consultant to the procuring entity within thirty (30) days after receipt by the consultant of notice. Any such claim by the procuring entity for reimbursement must be made within twelve (12) calendar months after receipt by the procuring entity of a final report and a final invoice approved by the procuring entity in accordance with the above.

- 40.2 Payments, in the currency of the procurement contract, shall be made promptly by the procuring entity, but in no case later than the timeframe stated **in the SCC**. Payments shall be made against the consultant's itemised invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. If any discrepancy is found to exist between actual payment and costs authorised to be incurred by the consultant, the procuring entity may add or subtract the difference from any subsequent payments.
- 40.3 All payments under this procurement contract shall be made to the accounts of the consultant specified **in the SCC**.
- 40.4 With the exception of the final payment under GCC Sub-Clause 40.1(c), payments do not constitute acceptance of the consultancy services nor relieve the consultant of any of its obligations under the procurement contract.

41 Interest on Delayed Payments

- 41.1 If the procuring entity had delayed payments beyond fifteen (15) days after the due date stated in GCC Sub-Clause 40.1, interest shall be paid to the consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated **in the SCC**.

Payments to the Consultant (for Lump-Sum Contracts) *(delete in the case of a Time-Based Contract)*

36 Contract Price

- 36.1 The contract price is fixed and is stated **in the SCC**. The contract price breakdown is provided in Appendix C: Breakdown of Contract Price.
- 36.2 Any change to the contract price specified in GCC Sub-Clause 36.1 can be made only if the parties have agreed to the revised scope of consultancy services pursuant to GCC Clause 2.3 and have amended, in writing, in Appendix A: Terms of Reference.

37 Taxes and Duties

- 37.1 The consultant, sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the procurement contract unless otherwise stated **in the SCC**.
- 37.2 As an exception to the above and as stated **in the SCC**, all local identifiable indirect taxes, which shall be itemised and finalised at contract negotiations, are reimbursed to the consultant or are paid by the procuring entity on behalf of the consultant.

38 Currency of Payment

- 38.1 Any payment under this procurement contract shall be made in the currency(ies) specified **in the SCC**.

39 Mode of Billing and Payment

- 39.1 The total payments under this procurement contract shall not exceed the contract price set forth in Sub-Clause GCC 36.1.
- 39.2 The payments under this procurement contract shall be made in lump-sum instalments against deliverables specified in Appendix A: Terms of Reference. The payments shall be made according to the payment schedule stated **in the SCC**.
- 39.3 Billings and payments in respect of the consultancy services shall be made as follows:
- (a) Advance payment: Within the timeframe specified **in the SCC**, the procuring entity shall pay the consultant an advance payment unless otherwise indicated **in the SCC**. An advance payment shall be made against an advance payment bank guarantee acceptable to the procuring entity in the amount(s) and in a currency/ies specified **in the SCC**. Such guarantee:
 - i. is to remain effective until the advance payment has been fully set off; and
 - ii. is to be in the form set forth in the Contract Appendices: Form of Advance Payment Guarantee, or in such other form as the procuring entity shall have approved in writing; and
 - iii. shall be in the amount and in the currency or the currency(ies) of the advance payment.
 - (b) The Lump-Sum Instalment Payments: The procuring entity shall pay the consultant within sixty (60) days after the receipt by the procuring entity of the deliverable(s) and respective invoice for the related lump-sum instalment payment, in accordance with Appendix C – Breakdown of Contract Price, unless otherwise agreed between the parties in writing. The payment can be withheld if the procuring entity does not approve the submitted deliverable(s) as satisfactory in which case the procuring entity shall provide comments to the consultant within the same sixty (60) days period. The consultant shall thereupon promptly make any necessary corrections. This process shall be repeated until the procuring entity is satisfied that the deliverables have been met.
 - (c) The Final Payment. The final payment under this Clause shall be made only after the final report and invoice have been submitted by the consultant and approved as satisfactory by the procuring entity. The consultancy services shall then be deemed completed and finally accepted by the procuring entity. The last lump-sum instalment shall be deemed approved for payment by the procuring entity within ninety (90) calendar days after receipt of the final report by the procuring entity unless the procuring entity, within such ninety (90) calendar day period, gives written notice to the consultant, specifying in detail deficiencies in the consultancy services, the final report. The consultant shall promptly make any necessary corrections, and this process shall be repeated until the procuring entity is satisfied with the final report.
- 39.4 All payments under this procurement contract shall be made to the accounts of the Consultant specified **in the SCC**.

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39.5 With the exception of the final payment under GCC Sub-Clause 39.3(c) above, payments do not constitute acceptance of the whole consultancy services nor relieve the consultant of any obligations hereunder.

40 Interest on Delayed Payments

40.1 If the procuring entity had delayed payments beyond fifteen (15) days after the due date stated in GCC Sub-Clause 39.3, interest shall be paid to the consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated **in the SCC**.

Special Conditions of Contract for Consultancy Services (SCC)

The Procuring Entity must complete all highlighted sections and delete the *italics* prior to issuance of the RFP.

GCC Clause Reference	
GCC 2.2	Payment shall be made to the consultant under this Procurement Contract Agreement on a [time-based contract/lump-sum based contract] basis. (<i>delete as appropriate</i>)
GCC 2.4	The procurement contract shall expire after [insert number] days after the Effective Date of the procurement contract.
GCC 10.1	All communication shall be issued to the following addresses: Procuring Entity [insert address] [insert e-mail address] (<i>delete if not applicable</i>) Consultant [insert address] [insert e-mail address] (<i>delete if not applicable</i>)
GCC 10.2	The representatives for both parties under this procurement contract shall be: For the Procuring Entity: [insert full name, position & contact details] For the Consultant: [insert full name, position & contact details]
GCC 10.3	In the case of a joint venture, all members of the joint venture hereby authorise the following member to act on their behalf: [insert member]. (<i>If there is no joint venture, state 'Not Applicable'</i>)
GCC 12.1	The Effective Date of the procurement contract is: [insert date] The following effectiveness conditions shall be met: [insert conditions or state ' <i>Not Applicable</i> ']
GCC 12.2	The time period shall be [insert time period]
GCC 13.1	The consultant shall confirm the availability of Key Experts and begin carrying out the assignment [insert number] days after the Effective Date of the procurement contract.
GCC 18.1(e)	The consultant, any entity affiliated with the consultant, as well as any sub-consultant and any entity affiliated with the sub-consultant [shall/shall not] be disqualified from providing goods, works or non-consultancy services resulting from or directly related to the consultant's consultancy services. <i>Where 'shall not' is selected, details must be provided indicating what conditions shall apply.</i>
GCC 20.1	The additions provisions shall be: [insert provisions or state ' <i>Not Applicable</i> ']
GCC 21.1(a)	The following insurance coverage shall apply: [state all conditions and requirements for the insurance coverage]
GCC 23.2	All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the consultant for the procuring entity [shall/shall

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	not] be confidential. <i>Where ‘shall not’ is selected, details must be provided indicating what conditions shall apply.</i>
GCC 23.3	The following restrictions shall apply to the future use of any documents and software that result from this assignment: [insert conditions or state ‘No restrictions’]
GCC 27.1	The procuring entity shall not be able to provide the following assistance and exemptions: [state any assistance and exemptions, the procuring entity shall not be able to provide in accordance with the clause]
GCC 27.1(f)	The procuring entity shall provide to the consultant the following additional assistance: [insert additional assistance or state ‘Not applicable’]
GCC 35.3	The procedures for arbitration shall be as follows: [insert arbitration procedures]
The following Special Conditions of Contract apply to Time-Based Contracts <i>(delete for Lump-Sum Based Contracts)</i>	
GCC 36.2	The ceiling in Eastern Caribbean Dollars (EC\$): [insert amount] [inclusive/exclusive] of local indirect taxes. <i>(delete as appropriate)</i> The ceiling in foreign currency is: [insert amount and currency] [inclusive/exclusive] of local indirect taxes. <i>(delete as appropriate)</i> Any indirect local taxes chargeable in respect of this procurement contract for the consultancy services provided by the consultant shall [be paid/reimbursed] by the procuring entity [for/to] the Consultant. <i>(delete as appropriate)</i>
GCC 37.3	Price adjustment of the remuneration rates [shall/shall not] apply to this procurement contract. <i>(delete as appropriate)</i> <i>Where price adjustment does apply, the procurement contract must specify:</i> <i>(a) The timing for determining any price adjustment; and</i> <i>(b) The conditions, which shall justify the formula of price adjustment; and</i> <i>(c) Any limits which shall determine the amount of any price adjustment.</i>
GCC 37.4(d)	In addition to the items stated in GCC Sub-Clauses 37.4(a)-(c), the following items shall also be covered by the remuneration rates: [insert any additional items or state ‘No additional items’]
GCC 38.1 & GCC 38.2	The consultant, sub-consultants and Experts [shall/shall not] be responsible for meeting any and all tax liabilities arising out of the procurement contract. <i>(delete as appropriate)</i> <i>If ‘shall not’ is selected, provide details of the tax liabilities that the consultant, sub-consultants and experts shall not be responsible for. Ensure that this clause reflects the outcome of the contract negotiations and matches Form FIN-2, part B “Indirect Local Tax – Estimates”.</i> [“The procuring entity shall pay on behalf of the consultant, the sub-consultants and the Experts” OR “the procuring entity shall reimburse the consultant, the sub-consultants and the Experts” <i>(delete as appropriate)</i>] any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in Grenada, on the consultant, the sub-consultants and the Experts in respect of: <i>(a) any payments whatsoever made to the consultant, sub-consultants and the Experts (other than nationals or permanent residents of Grenada), in connection with the carrying out of the consultancy services; and</i>

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	(b) any equipment, materials and supplies brought into Grenada by the consultant or sub-consultants for the purpose of carrying out the services and which, after having been brought into such territories, will be subsequently withdrawn by them; and (c) any equipment imported for the purpose of carrying out the services and paid for out of funds provided by the procuring entity and which is treated as property of the procuring entity; and (d) any property brought into Grenada by the consultant, any sub-consultants or the Experts (other than nationals or permanent residents of the Grenada), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from Grenada, provided that: - the consultant, sub-consultants and experts shall follow the usual customs procedures of Grenada in importing property into Grenada; and - if the consultant, sub-consultants or Experts do not withdraw but dispose of any property in Grenada upon which customs duties and taxes have been exempted, the consultant, sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Grenada, or (b) shall reimburse them to the procuring entity if they were paid by the procuring entity at the time the property in question was brought into Grenada.
GCC 39.1	Any payment under this procurement contract shall be made in: [Eastern Caribbean Dollars (EC\$)] <i>(Amend if alternative currencies shall be permitted)</i>
GCC 40.1(a)	An advance payment [shall/shall not] be made against the procurement contract. An advance payment of [insert amount and currency] shall be made within [insert number] days after the Effective Date. The advance payment will be set off by the procuring entity in equal instalments against the statements for the first [insert number] months of the consultancy services until the advance payment has been fully set off.
GCC 40.1(b)	The consultant shall submit to the procuring entity itemised statements at time intervals of: [insert time period(s)] The consultant shall pay accepted invoices as follows: [e.g. full amount of submitted invoice/upon acceptable completion of deliverables]
GCC 40.2	The procuring entity shall pay the consultant within [insert number] days following submission of an invoice by the consultant, and after the procuring entity has accepted it.
GCC 40.3	All payments under this procurement contract shall be made to the following consultants account: [insert full bank details]
GCC 41.1	The consultant shall be entitled to rate of [insert number]% per annum for each day until payment has been received.
The following Special Conditions of Contract apply to Lump-Sum Contracts <i>(delete for Time-Based Contracts)</i>	
GCC 36.1	The contract price is: [insert amount and currency] [inclusive or exclusive] of local indirect taxes. <i>(If contract price is in more than one currency, add addition currencies and amounts)</i>

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	Any indirect local taxes chargeable in respect of this procurement contract for the consultancy services provided by the consultant shall <i>[be paid/reimbursed]</i> by the procuring entity <i>[for/to]</i> the consultant. <i>(delete as appropriate)</i>
GCC 37.1 & GCC 37.2	The consultant, sub-consultants and Experts <i>[shall/shall not]</i> be responsible for meeting any and all tax liabilities arising out of the procurement contract. <i>(delete as appropriate)</i> <i>If 'shall not' selected, provide details of the tax liabilities that the consultant, sub-consultants and experts shall not be responsible for. Ensure that this clause reflects the outcome of the contract negotiations and matches Form FIN-2, part B "Indirect Local Tax – Estimates".</i> <i>["The procuring entity shall pay on behalf of the consultant, the sub-consultants and the Experts" OR "the procuring entity shall reimburse the consultant, the sub-consultants and the Experts"]</i> any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in Grenada, on the consultant, the sub-consultants and the Experts in respect of: (a) any payments whatsoever made to the consultant, sub-consultants and the Experts (other than nationals or permanent residents of Grenada), in connection with the carrying out of the consultancy services; and (b) any equipment, materials and supplies brought into Grenada by the consultant or sub-consultants for the purpose of carrying out the services and which, will be subsequently withdrawn by them; and (c) any equipment imported for the purpose of carrying out the services and paid for out of funds provided by the procuring entity and which is treated as property of the procuring entity; and (d) any property brought into Grenada by the consultant, any sub-consultants or the Experts (other than nationals or permanent residents of the Grenada), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from Grenada, provided that: i. the consultant, sub-consultants and experts shall follow the usual customs procedures of Grenada in importing property into Grenada; and ii. if the consultant, sub-consultants or Experts do not withdraw but dispose of any property in Grenada upon which customs duties and taxes have been exempted, the consultant, sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Grenada, or (b) shall reimburse them to the procuring entity if they were paid by the procuring entity at the time the property in question was brought into Grenada.
GCC 38.1	Any payment under this procurement contract shall be made in: <i>[Eastern Caribbean Dollars (EC\$)] (Amend if alternative currencies shall be permitted)</i>
GCC 39.2	The following payment schedule shall apply: <i>(Payment of instalments shall be linked to the deliverables specified in the Terms of Reference in Appendix A)</i> 1st payment: <i>[insert the amount of the instalment, percentage of the total contract price, and the currency. If the first payment is an advance payment,</i>

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	it shall be made against the bank guarantee for the same amount as per GCC Clause 39.3] 2nd payment: [insert the amount of the instalment or percentage of the total contract price, the currency and the date/deliverable/milestone etc. when second payment shall be due] 3rd payment: [insert the amount of the instalment or percentage of the total contract price, the currency and the date/deliverable/milestone etc. when second payment shall be due] <i>(add additional payments in accordance with agreed payment schedule)</i> Final payment: [insert the amount of the instalment or percentage of the total contract price, the currency and the date/deliverable/milestone etc. when second payment shall be due] The total sum of all instalments shall not exceed the procurement contract price.
GCC 39.3(a)	An advance payment [shall/shall not] be made against the procurement contract. An advance payment of [insert amount and currency] shall be made within [insert number] days after the Effective Date. The advance payment shall be set off by the procuring entity in equal instalments against the statements for the first [insert number] months of the consultancy services until the advance payment has been fully set off.
GCC 39.4	All payments under this procurement contract shall be made to the following consultants account: [insert full bank details]
GCC 40.1	The consultant shall be entitled to rate of [insert number]% per annum for each day until payment has been received.

Contract Appendices

List of Appendices

Time-Based Contracts

Appendix A - Terms of Reference;
Appendix B - Key Experts;
Appendix C - Remuneration Cost Estimates;
Appendix D - Reimbursable Cost Estimates;
Appendix E - Form of Advance Payments Guarantee.

Lump-Sum Contracts

Appendix A - Terms of Reference;
Appendix B - Key Experts;
Appendix C – Breakdown of Contract Price;
Appendix D - Form of Advance Payments Guarantee.

Appendix A – Terms of Reference

[This appendix shall include the final Terms of Reference (TORs) worked out by the procuring entity and the consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; procuring entity's input, including counterpart personnel assigned by the procuring entity to work on the consultant's team; specific tasks that require prior approval by the procuring entity.]

Appendix B - Key Experts

[Insert a table based on Technical Form 3 of the Consultant's Technical Proposal and finalised at the contract negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Where appropriate, specify hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/from Grenada; entitlement, if any, to leave pay; public holidays in Grenada that may affect the Consultant's work; etc. Make sure there is consistency with Technical Form 3]

Appendix C – Remuneration Cost Estimates (for Time-Based Contracts) *(delete for Lump-Sum Contracts)*

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates (template attached at Table C1). The table shall be based on Financial Form 2 of the Consultant's Proposal and reflect any changes agreed at the contract negotiations, if any. The footnote shall list such changes made to Financial Form 2 at the negotiations or state that none has been made.]

2. When the procuring entity has requested the Consultant to clarify the breakdown of very high remuneration rates at the contract negotiations also add the following:

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Financial Form 2 of the reference "Consultant's Representations regarding Costs and Charges" submitted by the Consultant to the procuring entity prior to the contract negotiations.

If these representations are found by the procuring entity (either through inspections or audits pursuant to GCC Sub-Clause 22.2 or through other means) to be materially incomplete or inaccurate, the procuring entity shall be entitled to introduce appropriate

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modifications in the remuneration rates affected by such materially incomplete or inaccurate representations.

Any such modification shall have retroactive effect and, in case remuneration has already been paid by the procuring entity before any such modification:

- a. the procuring entity shall be entitled to offset any excess payment against the next monthly payment to the consultants; or*
- b. if there are no further payments to be made by the procuring entity to the consultant, the consultant shall reimburse to the procuring entity any excess payment within thirty (30) days of receipt of a written claim of the procuring entity. Any such claim by the procuring entity for reimbursement must be made within twelve (12) calendar months after receipt by the procuring entity of a final report and a final statement approved by the procuring entity in accordance with GCC Sub-Clause 40.3(c) of this procurement contract.”]*

Appendix C – Breakdown of Contract Price (for Lump-Sum Contracts) (delete for Time-Based Contracts)

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on Financial Form 2 of the Consultant’s Proposal and reflect any changes agreed at the contract negotiations, if any. The footnote shall list such changes made to Financial Form 2 at the negotiations or state that none has been made.]

The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form Financial Form 2 of the reference “Consultants’ Representations regarding Costs and Charges” submitted by the consultant to the procuring entity prior to the contract’ negotiations.

If these representations are found by the procuring entity (either through inspections or audits pursuant to GCC Sub-Clause 22.2 or through other means) to be materially incomplete or inaccurate, the procuring entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations.

Any such modification shall have retroactive effect and, in case remuneration has already been paid by the procuring entity before any such modification:

- a. the procuring entity shall be entitled to offset any excess payment against the next monthly payment to the consultants; or*
- b. if there are no further payments to be made by the procuring entity to the consultant, the consultant shall reimburse to the procuring entity any excess payment within thirty (30) days of receipt of a written claim of the procuring entity. Any such claim by the procuring entity for reimbursement must be made within twelve (12) calendar months after receipt by the procuring entity of a final report and a final statement approved by the procuring entity in accordance with GCC Sub-Clause 39.3(c) of this contract.”]*

Appendix D – Reimbursable Expenses Cost Estimates (for Time-Based Contracts) (delete for Lump-Sum Contracts)

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

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

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Appendix C – Table C1: Time-Based Contracts (*delete for Lump-Sum Contracts*)
Model Form I: Breakdown of Agreed Fixed Rates in Consultant's Contract

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

(Expressed in **[EC\$]** *amend if alternative currencies are permitted**)

<i>Experts</i>		<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>
<i>Name</i>	<i>Position</i>	<i>Basic Remuneration Rate per Working Month/Day/Year</i>	<i>Social Charges¹</i>	<i>Overhead¹</i>	<i>Subtotal</i>	<i>Profit²</i>	<i>Away from Home Office Allowance</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour</i>	<i>Maximum number of billable days[^]</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour</i>
<i>Grenada</i>										
<i>Home Office</i>										

* If more than one currency is used, use additional table(s), one for each currency

[^] The procuring entity shall state the maximum number of billable days for each position. Where this is not possible, the contract shall state a maximum contract value that can be paid for under the contract

1. Expressed as percentage of 1

2. Expressed as percentage of 4

Signature

Date

Name and Title: _____

Section 5: Contract for Consultancy

Appendix C – Table C1: Lump-Sum Contracts (*delete for Time-Based Contracts*)
Model Form I: Breakdown of Agreed Fixed Rates in Consultant's Contract

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

(Expressed in **[EC\$]** *amend if alternative currencies are permitted**)

<i>Experts</i>		<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
<i>Name</i>	<i>Position</i>	<i>Basic Remuneration Rate per Working Month/Day/Year</i>	<i>Social Charges¹</i>	<i>Overhead¹</i>	<i>Subtotal</i>	<i>Profit²</i>	<i>Away from Home Office Allowance</i>	<i>Agreed Fixed Rate per Working Month/Day/Hour</i>	<i>Agreed Fixed Rate per Working Month/Day/Hour</i>
<i>Grenada</i>									
<i>Home Office</i>									

¹ Expressed as percentage of 1

² Expressed as percentage of 4

* If more than one currency, add a table

Signature _____

Date _____

Name and Title: _____

Section 5: Contract for Consultancy

Appendix [D/E]: Advance Payment Security (*delete as necessary*)

To be completed by the bank providing the guarantee and provided on the bank's letter headed paper.

Procuring Entity: [Insert Procuring Entity]

Procurement Contract Number: [Insert Procurement Contract Number]

Procurement Contract Date: [Insert Procurement Contract Date]

Date: [Insert Date]

Performance Guarantee Number: [Insert Performance Guarantee Number]

Guarantor: [Insert Guarantor]

We have been informed that [insert name of Consultant/Joint Venture] (hereinafter called “the Applicant”) has entered into a Procurement Contract with the Procuring Entity, as referenced above, for the execution of [insert description of consultancy services to be executed] (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of contract, an advance payment is required. The advance payment shall be made for the sum of [insert amount in words] [(insert amount in figures)], against an advance payment guarantee.

At the request of the applicant, we as guarantor, hereby irrevocably undertake to pay the beneficiary any sum or sums not exceeding the amount stated above, payable upon receipt by us of the Procuring Entity's complying demand, supported by the Procuring Entity's statement, stating that either the applicant:

- (a) has used the advance payment for purposes other than toward the commencement of the consultancy services; or
- (b) has failed to repay the advance payment in accordance with the conditions of contract, specifying the amount which the applicant has failed to repay.

A demand under this guarantee may be presented to the guarantor by providing a certificate from the Procuring Entity's bank stating that the advance payment referenced above has been credited to the applicant on its account number [insert account number] at [insert name and address of the applicant's bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the contract amount, has been certified for payment, or on the [insert date], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us on or before that date.

Signed:

Position: