



NISPAcee PROJECT “Effective Project Management in the Water Sector in Georgia: Implementation of the EU and EBRD Methodologies”

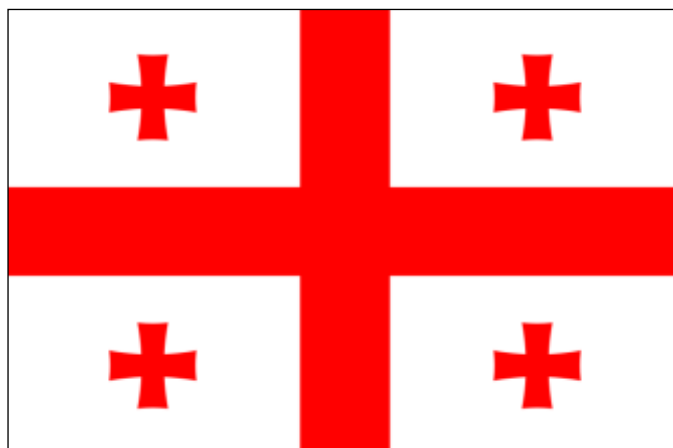
Supported by the SlovakAid

**Manual Part A2 - Methodology of projects under the terms of the EBRD
(Site Supervising)**

Author: Milan Oleriny

Date: May 2016

REPUBLIC OF GEORGIA



INFRASTRUCTURE PROJECT

**TENDER DOCUMENT
FOR PROCUREMENT - SERVICES (EBRD)**

**PROCUREMENT OF:
REHABILITATION AND EXTENSION
OF WWTP, GEORGIA - SITE SUPERVISING**

MONTH/YEAR

Table of Contents

Section 1. Letter of Invitation	13
Section 2. Instructions to Consultants and Data Sheet	17
Section 3. Technical Proposal - Standard Forms	43
Section 4. Financial Proposal - Standard Forms	57
Section 5. Eligible Countries	73
Section 6. Bank Policy - Corrupt and Fraudulent Practices.....	75
Section 7. Terms of Reference.....	78
Section 8. Conditions of Contract and Contract Forms	80

STANDARD PROCUREMENT DOCUMENTS

**Standard Request for
Proposals
Selection of Consultants**

September 2012

This document is subject to copyright. This document may be used and reproduced for non-commercial purposes. Any commercial use, including without limitation reselling, charging to access, redistribute, or for derivative works such as unofficial translations based on these documents is not allowed.

Foreword

1. This Standard Request for Proposals (“SRFP”) has been prepared by the European Bank for Reconstruction and Development (“Bank”) and is based on the Master Procurement Document for Selection of Consultants (“Master Document”). The Master Document was prepared by participating Multilateral Development Banks (“MDBs”) and reflects what are considered “best practices”.
2. This SRFP follows the structure and the provisions of the Master Document, except where specific considerations within the respective institutions have required a change.
3. The text shown in *Italics* is “Notes to the Client”. It provides guidance to the entity in preparing a specific RFP. “Notes to the Client” should be deleted from the final RFP issued to the shortlisted Consultants”.
4. This SRFP can be used with different selection methods described in the EBRD Procurement Policies and Rules (PP&R) and the *[for TC funded assignments insert “Guidelines for Clients Managing Technical Cooperation Consultancy Assignments”; for loan financed assignments insert: “Guidelines for Clients Managing Loan Financed Consultancy Assignments”]* (“Guidelines”), including Quality- and Cost-Based Selection (“QCBS”), Quality-Based Selection (“QBS”), Selection under a Fixed Budget (“FBS”), and Least-Cost Selection (“LCS”). When mandating the use of this SRFP on the implementing agency, however, primary consideration should be given to the complexity and value of the assignment.

The use of this SRFP is not required for contracts with individuals selected from a short list in accordance with paragraph 5.3b of the Bank’s PP&R or for contracts with firms selected from a short list in accordance with paragraph 5.3c of the Bank’s PP&R.

Before preparing a Request for Proposals (RFP) for a specific assignment, the user must be familiar with the EBRD Procurement Policies and Rules (PP&R), and the Guidelines and must have chosen an appropriate method and the appropriate contract form. The SRFP includes two standard forms of contract: one for time-based assignments and the other for lump-sum assignments. The prefaces to these two contracts indicate the circumstances in which their use is most appropriate.

SUMMARY DESCRIPTION

STANDARD REQUEST FOR PROPOSALS

PART I - SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)

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

Section 2: Instructions to Consultants and Data Sheet

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

Section 3: Technical Proposal - Standard Forms

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

Section 4: Financial Proposal - Standard Forms

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

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: Bank’s Policy - Corrupt and Fraudulent Practices

This Section provides shortlisted consultants with the reference to the Bank’s policy in regard to corrupt and fraudulent practices applicable to the selection process. This Section is

also incorporated in the standard forms of contract (Section 8) as Attachment 1.

Section 7: Terms of Reference (TORs)

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

PART II - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8: Standard Forms of Contract

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

Each standard form of contract incorporates “Bank’s Policy - Corrupt and Fraudulent Practices” (Section 6 of Part I) in a form of Attachment 1.

Subject to prior agreement with the Bank and if the nature of a specific assignment requires this, other forms of contract may be used.

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: [insert reference number]

Selection of Consulting Services for: Site Supervising for WWTP

**Client: United Water Supply Company of Georgia, 76b Pshavela Ave, 0186
Tbilisi, Georgia**

Country: Georgia

Project: [insert project name]

Issued on: [date when sent to shortlisted firms]

Preface

This Request for Proposals (“RFP”) has been prepared by [insert name of the implementing or executing agency] and is based on the Standard Request for Proposals (“SRFP”) issued by the European Bank for Reconstruction and Development (“the Bank”), dated [Date of Issue of the Request for Proposals].

The SRFP reflects the structure and the provisions of the Master Procurement Document for Selection of Consultants (“Master Document”) prepared by participating Multilateral Development Banks (MDBs), except where specific considerations within the respective institutions have required a change.

TABLE OF CLAUSES

PART I - SELECTION PROCEDURES AND REQUIREMENTS

Section 1. Letter of Invitation

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions
2. Introduction
3. Conflict of Interest
4. Unfair advantage
5. Corrupt or Fraudulent Practices
6. Eligibility

B. Preparation of Proposals

7. General Considerations
8. Cost of Preparation of Proposal
9. Language
10. Documents Comprising Proposal
11. Only One Proposal
12. Proposal Validity
13. Clarification and Amendment of RFP Documents
14. Preparation of Proposals – Specific Considerations
15. Technical Proposal Format and Content
16. Financial Proposal

C. Submission, Opening and Evaluation

17. Submission, Sealing and Marking of Proposals
18. Confidentiality
19. Opening of Technical Proposals
20. Proposals Evaluation
21. Evaluation of Technical Proposals
22. Financial Proposals for QBS
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)
24. Correction of Errors
25. Taxes
26. Conversion to Single Currency

27. Combined Quality and Cost Evaluation

D. Negotiations and Award

28. Negotiations
29. Conclusion of Negotiations
30. Award of Contract

E. Data Sheet

Section 3. Technical Proposal - Standard Forms

1. Checklist of Required Forms
2. Form TECH-1: Technical Proposal Submission Form
3. Form TECH-2 (FTP): Consultant's Organization and Experience
4. Form TECH-3 (FTP): Comments and Suggestions on Terms of Reference, Counterpart Staff and Facilities to be Provided by Client
5. Form TECH-4 (FTP): Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
6. Form TECH-4 (STP): Description of Approach, Methodology and Work Plan for in Responding to the Terms of Reference
7. Form TECH-5 (FTP/STP): Work Schedule and Planning for Deliverables
8. Form TECH-6 (FTP/STP): Team Composition, Assignment and Key Experts' Time Input; and CV Form

Section 4. Financial Proposal - Standard Forms

1. Form FIN-1: Financial Proposal Submission Form
2. Form FIN-2: Summary of Costs
3. Form FIN-3/4: Breakdown of Costs

Section 5. Eligible Countries

Section 6. Bank's Policy - Corrupt and Fraudulent Practices

Section 7. Terms of Reference

PART II - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8. Standard Forms of Contract

1. Time-Based Form of Contract (large and/or complex assignments)
2. Lump-Sum Form of Contract (large and/or complex assignments)

Section 1. Letter of Invitation

[if applicable, insert: For Loan-funded assignments: RFP No.; Loan No. For TC-Funded Assignments: TCS Number; Assignment Title]
[insert: Location and Date]

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

Dear Mr./Ms.:

1. *[For loan-funded assignments only:]* The *[insert: Name of Borrower or Client¹]* (hereinafter called *[select: "Borrower" or "Client"]*) has *[received]* *[applied for]* financing from the European Bank for Reconstruction and Development (the "Bank") in the form of a loan toward the cost of Site Supervising for WWTP, Georgia. The *[Name of Implementing/Executing Agency]*, an *[implementing/executing]* agency *[if applicable, insert: of the Borrower/Client]*, intends to apply a portion of the proceeds of this Loan to eligible payments under the contract for which this Request for Proposals is issued.
2. *[For grants/donor-funded assignments only: replace the text above with the following:]* *[The [Name of Client/Recipient/Beneficiary] (the "Client") has been allocated grant funds (the "Grant") from the [name of donor fund] provided by the Government of [Donor country] which are administered by the Bank and executed by the [Client/Recipient/Beneficiary /or name of agency]. The [Name of Client/Recipient/Beneficiary] intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued.*

Payments by the Bank will be made only at the request of the *[Name of Borrower or Client or Recipient]* and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the *[loan/ financing/grant]* agreement. The *[loan/ /financing/grant]* agreement prohibits a withdrawal from the *[loan/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

No party other than the *[Borrower/Client/Recipient]* shall derive any rights from the *[loan /financing/grant]* agreement or have any claims to the proceeds of the *[loan /grant]*.

3. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Site Supervising for WWTP, Georgia. More details on the Services are provided in the Terms of Reference (Section 7).

¹ [Where "the Borrower" and "the Client" are the same entity, the term 'Client' may be used throughout for consistency. Where they are different entities, the appropriate term should be used as the context requires.]

4. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
[Insert the list of shortlisted Consultants. If a Consultant is a Joint Venture (JV), the full name of the JV, as in the Expression of Interest, shall be used. In addition, list all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named.]
5. It is not permissible to transfer this invitation to any other firm.
6. A firm will be selected under [*insert: Selection Method: QBS/QCBS/FBS*] procedures and in a [*Full Technical Proposal (FTP) or Simplified Technical Proposal (STP)*] format as described in this RFP, in accordance with the policies of the European Bank for Reconstruction and Development detailed in the EBRD Procurement Policies and Rules (“PP&R”) and [*for TC funded assignments insert “Guidelines for Clients Managing Technical Cooperation Consultancy Assignments”; for loan financed assignments insert: “Guidelines for Clients Managing Loan Financed Consultancy Assignments”]*] (“Guidelines”) which can be found at the following website: www.ebrd.com.
7. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal (*[select: FTP or STP]*) - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Eligible Countries
 - Section 6 - Bank’s Policy - Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract (*[select: Time-Based or Lump-Sum]*)
8. Please inform us by [*insert date*], in writing at [*insert address*], by facsimile [*insert facsimile number*], or by E-mail [*insert e-mail address*], [For TC-funded assignments, add: copying the Bank [*insert CSU Advisor E-mail address*]:
 - (a) that you have received the Letter of Invitation; and
 - (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
9. Details on the proposal’s submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

[Insert: Signature, name, and title of Client's authorized representative or, for TC-funded assignments: CSU authorized representative]

Section 2. Instructions to Consultants and Data Sheet

[“Notes to the Client”: this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. “Notes to the Client” should be deleted from the final RFP issued to the shortlisted Consultants].

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the European Bank for Reconstruction and Development governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the European Bank for Reconstruction and Development,.
- (e) “Borrower” means the Government, Government agency or other entity that signs the [loan/grant/financing/project] agreement with the Bank.
- (f) “Client” means the executing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

- (j) “Day” means a calendar day.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) “Government” means the government of the Client’s country.
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFPP.
- (t) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the

Consultant pursuant to the Contract.

- (v) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (w) "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

[for TC funded assignments only:]

- (x) (i) "Donor" means the provider of the Grant funds as specified in the Letter of Invitation.
- (ii) "Grant" means the amount of funds to be made available by the Donor to the Bank, as administrator, for the purposes of financing the Contract.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any

consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower, or the Client or of a recipient of a part of the [loan /grant] who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

(iv) Any other types of conflicting relationships as indicated **in the Data Sheet**.

**4. Unfair
Competitive
Advantage**

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

**5. Corrupt and
Fraudulent
Practices**

5.1 The Bank requires compliance with its policy in regard to prohibited practices as set forth in Section 6.

5.2 In further pursuance of this policy, the Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit the Bank or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects, unless otherwise provided in Section 5.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in Section 5 (if any).

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with the EBRD's Enforcement Policies and Procedures ("EPP") shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

(a) as a matter of law or official regulations, the [Borrower's/Client's/Beneficiary's] country prohibits commercial relations with that country, provided that

the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

- (b) 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, the [Borrower's/Client's/Beneficiary's] Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be

disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client,

such Proposal will be rejected with the prior Bank's no objection.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services, unless otherwise indicated in the **Data Sheet**.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals - Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other,

any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. The total available budget, exclusive of indirect taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) per diem allowance, (c) reimbursable expenses.

a. Price Adjustment

16.1 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of

16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated

Proposal in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment 16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "Site Supervising for WWTP, Georgia", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN-UNTIL** [*insert the date and the time of the Technical Proposal submission deadline*]."

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**."

17.7 The sealed envelopes containing the Technical and

Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE** *[insert the time and date of the submission deadline indicated in the Data Sheet]*".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as

scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

**b. Lump-Sum
Contracts**

24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation.

25.2 Any local identifiable indirect taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income tax payable to the Client's country on the remuneration of non-resident Experts for the services rendered in the Client's country are dealt with in accordance with the instructions in the **Data Sheet**.

**26. Conversion to Single
Currency**

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

**27. Combined Quality
and Cost Evaluation**

**a. Quality- and
Cost-Based
Selection (QCBS)**

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

**b. Fixed-Budget
Selection (FBS)**

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the

evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Instructions to Consultants

DATA SHEET

["Notes to Client" shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]

A. General	
ITC Clause Reference	
1 (b)	Georgia
2.1	<p>Name of the Client: United Water Supply Company of Georgia, 76b Pshavela Ave, 0186 Tbilisi, Georgia</p> <p>Method of selection: [QBS / QCBS / FBS] as per Applicable Guidelines: EBRD Procurement Policies and Rules ("PP&R") dated May 2010 and <i>[for TC funded assignments insert "Guidelines for Clients Managing Technical Cooperation Consultancy Assignments", dated November 2011; for loan financed assignments insert: "Guidelines for Clients Managing Loan Financed Consultancy Assignments, dated October 2012"]</i></p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes ___ No ___</p> <p>The name of the assignment is: Site Supervising for WTTP</p>
2.3	<p>A pre-proposal conference will be held: Yes __ or No __</p> <p>[If "Yes", fill in the following:]</p> <p>Date of pre-proposal conference: _____</p> <p>Time: _____</p> <p>Address: _____</p> <p>Telephone: _____ Facsimile: _____</p> <p>E-mail: _____</p> <p>Contact person/conference coordinator: [insert name and title] _____</p>

<p>2.4</p>	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: _____ [list or state “N/A” if none] _____ _____</p>
<p>4.1</p>	<p>[If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]</p>
<p>6.3.1</p>	<p>A list of debarred firms and individuals is available at the Bank’s external website: http://www.ebrd.com/pages/about/integrity/list.shtml</p>
<p>B. Preparation of Proposals</p>	
<p>9.1</p>	<p>For sovereign operations use the following:</p> <p>This RFP has been issued in the [<i>choose one of the Bank’s working languages (currently: English, Russian, French, German)</i>] language.</p> <p>[<i>The Bank may require that the RFP also be prepared in another working language of the Bank which shall be specified in the RFP as the governing language. If the RFP is issued in two languages as agreed with the Bank, add:</i></p> <p>In addition, the RFP is translated into _____ [<i>insert another working language as required by the Bank</i>] language. This translation shall be the governing language of the RFP.]</p> <p>Proposals must be submitted and all correspondence exchange shall be in the language or the languages of the RFP.</p> <p>For sub-sovereign operations use the following:</p> <p>This RFP has been issued in [English OR <i>the local language or other commercially accepted language and English</i>] language[s].</p> <p>[<i>If the RFP is issued in two languages as agreed with the Bank, add: The Bank will determine on the basis of the English language documentation whether procurement has been carried out in accordance with the agreed procedures.</i>]</p> <p>Proposals must be submitted and all correspondence exchange shall be in the language or the languages of the RFP.</p>

<p>10.1</p>	<p>The Proposal shall comprise the following:</p> <p>For FULL TECHNICAL PROPOSAL (FTP): 1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6</p> <p>OR</p> <p>For SIMPLIFIED TECHNICAL PROPOSAL (STP): 1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-4 (4) TECH-5 (5) TECH-6</p>
<p>10.2</p>	<p>Statement of Undertaking is required: Yes _____, or No _____ <i>[If Yes, make sure to include paragraph (e) in Form TECH-1]</i></p>
<p>11.1</p>	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes</p>
<p>12.1</p>	<p>Proposals must remain valid for <i>[insert a number: normally between 30 and 90 days]</i> calendar days after the proposal submission deadline (i.e., until: <i>[insert the date]</i>).</p>
<p>13.1</p>	<p>Clarifications may be requested no later than 30 days prior to the submission deadline. The contact information for requesting clarifications is: _____ _____ Facsimile: _____ E-mail: <i>[For TC-funded assignments: A copy of the request for clarifications shall be sent to: <u>_____</u></i> <i>[Insert coordinates of the CSU Advisor]</i></p>
<p>14.1.1</p>	<p>Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Yes</p>

	(b) other shortlisted Consultants: Yes _____ or No _____
14.1.2 <i>[do not use for Fixed Budget method]</i>	<i>[If not used, state “Not applicable”. If used, insert the following:</i> Estimated input of Key Experts’ time-input : _____ [person-months / person-days]. [OR] Estimated total cost of the assignment: [Insert Cost Estimate] Indicate only either time input (in person-month) or total cost, but not both!
14.1.3 <i>[for time-based contracts only]</i>	<i>[If not used, state “Not applicable”. If used, insert the following:</i> The Consultant’s Proposal must include <u>the minimum</u> Key Experts’ time-input of _____: [person-months / person-days]. For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in : _____ [person-months / person-days]) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.].
14.1.4 and 27.2 <i>[use for Fixed Budget method]</i>	<i>[If not used, state “Not applicable”. If used, insert the following:</i> The total available budget for this Fixed-Budget assignment is: [Insert Budget]_____ (inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected.
15.2	The format of the Technical Proposal to be submitted is: FTP _____ or STP _____ <i>[check the applicable format]</i> Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	No Sample list.
16.2	A price adjustment provision applies to remuneration rates: Yes _____ or No _____

	<p><i>[Applies to all Time-Based contracts with a duration exceeding 18 months. In exceptional circumstances, can also apply to Lump-Sum contracts assignments longer than 18 months in duration with prior agreement with the Bank.]</i></p> <p><i>[If “Yes”, specify whether it applies to foreign and/or local inflation]</i></p>
16.3	<p><i>[If the Client has obtained a tax exemption applicable to the Contract, insert “The Client has obtained an exemption for the Consultant from payment of _____ [insert the tax description. E.g., VAT, or local indirect taxes, etc.] in the Client’s country as per [insert reference to the applicable official source that issued an exemption].</i></p> <p><i>[If there is no tax exemption in the Client’s country, insert the following: “Information on the Consultant’s tax obligations in the Client’s country can be found [insert reference to the appropriate official source].”</i></p> <p><i>[If the Client is not in a position to determine the Consultant’s tax obligations in the Client’s country, insert the following:]</i> The Consultant and its Sub-consultants and Experts are responsible to determine their tax obligations in the Client’s country.</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies: [Insert Currency]</p> <p><i>[Notes to Client: the default currency to be inserted is the currency of the funding as per the loan or grant agreement. The choice of any other currency has to be agreed with the Bank prior to the issuance of the RFP.]</i></p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes_____ or No_____.</p>
C. Submission, Opening and Evaluation	
17.1	<p>The Consultants <i>[insert “shall” or “shall not”]</i> shall not have the option of submitting their Proposals electronically.</p> <p><i>[If “Yes”, insert: The electronic submission procedures shall be: [describe the submission procedure.]</i></p>
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and _____ <i>[Insert number]</i> copies;</p> <p>(b) Financial Proposal: one (1) original and _____ copies</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: _____ <i>[Insert day/month/year [for example, 15 January 2011]]</i></p> <p>Time: _____ <i>[insert time in 24h format, for example, “16:00 local time”]</i></p>

	<p>[If appropriate, add translation of the warning marking [“Do not open....”] in the national language to the outer sealed envelope]</p> <p>The Proposal submission address is: United Water Supply Company of Georgia, 76b Pshavela Ave, 0186 Tbilisi, Georgia</p> <p><u>[For Grant-funded assignments only:] A copy of the Technical and Financial Proposal shall be addressed to:</u></p> <p><u>[CSU Advisor's coordinates]</u></p>						
<p>19.1</p>	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at: <i>[Insert: “same as the Proposal submission address” OR insert and fill in the following:</i> Street Address: _____ Floor, room number _____ City: _____ Country: _____</p> <p>Date: ____ <i>[same as the submission deadline indicated in 17.7.]</i> Time: ____ <i>[insert time in 24h format, for example – “16:00 local time”]</i> <i>[The time should be immediately after the time for the submission deadline.]</i></p>						
<p>19.2</p>	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals _____ <i>[insert “N/A” or state what additional information will be read out and recorded in the opening minutes].</i></p>						
<p>21.1 <i>[for FTP]</i></p>	<table border="1"> <thead> <tr> <th data-bbox="427 1430 797 1675">Criteria</th> <th data-bbox="797 1430 1162 1675">Weight</th> <th data-bbox="1162 1430 1273 1675">Min. Technical Score (% of max.)</th> </tr> </thead> <tbody> <tr> <td data-bbox="427 1675 797 1850"> <p>(a) Consultant’s relevant professional experience:</p> <ul style="list-style-type: none"> • experience in similar assignments [50%] </td> <td data-bbox="797 1675 1162 1850"> <p>[0-15]</p> </td> <td data-bbox="1162 1675 1273 1850"> <p>-</p> </td> </tr> </tbody> </table>	Criteria	Weight	Min. Technical Score (% of max.)	<p>(a) Consultant’s relevant professional experience:</p> <ul style="list-style-type: none"> • experience in similar assignments [50%] 	<p>[0-15]</p>	<p>-</p>
Criteria	Weight	Min. Technical Score (% of max.)					
<p>(a) Consultant’s relevant professional experience:</p> <ul style="list-style-type: none"> • experience in similar assignments [50%] 	<p>[0-15]</p>	<p>-</p>					

	<ul style="list-style-type: none"> • experience in similar locations [30%] • structure, organization, capacity of Consultant [20%] • [other] <p>(b) Quality of the methodology proposed for the Assignment:</p> <ul style="list-style-type: none"> • understanding of assignment [20%] • approach and methodology [20%] • work plan and team assignments [60%] • [other] <p>(c) Qualifications of Key Experts:</p> <p>[list the Key Experts who will be evaluated:]</p> <ul style="list-style-type: none"> • [60%] • [40%] <p>Each of the Key Experts listed above will be evaluated as follows:</p> <ul style="list-style-type: none"> • general qualifications [5%-10%] • specific experience and expertise related to their task [50%-70%] • experience in region [10%-20%] • regular staff experts [5%-10%] • [other: language, IT capability, etc] <p>(d). Other factors</p>	<p>[20-35]</p>	<p>[60-70]</p>	<p>[50-75] [60-70]</p>
--	--	----------------	----------------	------------------------

	<ul style="list-style-type: none"> • local participation • local presence • back-up capacity • quality assurance • training/transfer of know how 		
	TOTAL	100	[70-80]
<p>The minimum technical score (St) required to pass is: <i>[Insert number]</i> <i>[Notes to Client: the indicative range is 70 to 85 on a scale of 1 to 100; if minimum technical scores apply to sub-criteria, insert the sub-criterion and the number]</i> The minimum technical score (St) required to pass is: ____ <i>[Insert number]</i></p>			
<p>23.1</p>	<p>An online option of the opening of the Financial Proposals is offered: Yes ____ or No ____.</p> <p><i>[If yes, insert “The online opening procedure shall be: [describe the procedure for online opening of Financial Proposals.]”</i></p>		
<p>25.2</p>	<p><i>[Choose One Option:</i> For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes, including VAT, on the contract invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts of the Consultant in the Client’s country. At contract negotiations, all applicable indirect local taxes will be discussed and agreed (using the itemized list as guidance but not limiting to it) and added to the contract amount in a separate line, also indicating which taxes shall be paid by the Consultant and which are withhold and paid by the Client on behalf of the Consultant.</p> <p>OR</p> <p>In exceptional cases only, in particular, in case of sub-national lending, when indirect taxes cannot be fully identified, replace the text above with: “For evaluation purposes, such taxes are deemed included in the Consultant’s financial proposal.]”</p>		
<p>26.1</p>	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: [indicate local currency or fully convertible foreign currency]_____</p>		

	<p>The official source of the selling (exchange) rate is: _____</p> <p>The date of the exchange rate is: _____ <i>[The date shall not be earlier than four (4) weeks prior to the deadline for submission of proposals and no later than the date of the original validity of Proposals.]</i></p>
<p>27.1 [a. QCBS only]</p>	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Bank]</i></p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = _____ <i>[Insert weight:]</i>, and P = _____ <i>[Insert weight:]</i></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
	<p>D. Negotiations and Award</p>
<p>28.1</p>	<p>Expected date and address for contract negotiations: to be determined after the completion of the evaluation of proposals</p>
<p>30.1</p>	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: www.ebrd.com</p> <p>The publication will be done within <i>[insert number of]</i> days after the contract signing.</p>
<p>30.2</p>	<p>Expected date for the commencement of the Services: Date: _____ <i>[Insert month and year]</i> at: _____ <i>[Insert location]</i></p>

Section 3. Technical Proposal - Standard Forms

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

CHECKLIST

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

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{*Location, Date*}

United Water Supply Company of Georgia, 76b Pshavela Ave, 0186 Tbilisi, Georgia

To: [*Name and address of Client*]

Dear Sirs:

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

{*If the Consultant is a joint venture, insert the following:*

We are submitting our Proposal in association/as a consortium/as a joint venture with:

Lead Member: [*Full name, legal address, authorized representative*]

Members: [*Full name, legal address, authorized representative*]

We have attached a copy [*insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”*] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

AND/OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {*Insert a list with full name and address of each Sub-consultant.*}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this

- Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
 - (c) We have no conflict of interest in accordance with ITC 3.
 - (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to prohibited practices as per ITC 5.
 - (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
 - (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
 - (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature *{In full and initials}*: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH - 2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

{1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture - of each member for this assignment. }

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ or EURO)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

FORM TECH - 3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

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

A - On the Terms of Reference

{Describe proposed modifications or improvement to the Terms of Reference (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.}

B - On Counterpart Staff and Facilities

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

FORM TECH - 4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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

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

- a) *Technical Approach and Methodology*
- b) *Work Plan*
- c) *Organization and Staffing* }

- a) **Technical Approach and Methodology.** *{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}*
- b) **Work Plan.** *{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}*
- c) **Organization and Staffing.** *{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}*

FORM TECH - 4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** *{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}*
- c) **Comments (on the TOR and on counterpart staff and facilities)**
{Please describe your proposed modifications or improvement to the TOR (such as deleting some activity you consider unnecessary, adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH - 5 (for FTP and STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

n													

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

FORM TECH - 6 (for FTP and STP)

Team Composition, Assignment and Key Experts' inputs

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3		D-...		Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															

FORM TECH - 6
(Continued)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

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

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

Period	Employing organization and your title/position. Contact for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant'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 TECH-5 in which the Expert will be involved}</i>	

Expert's contact information: (e-mail....., phone.....)

Certification:

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

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized

Signature

Date

Representative of the Consultant

(the same who signs the Proposal)

Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

[For loan-funded assignments:]

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

[For grant-funded assignments:]

FIN-3/4 Breakdown of Costs

[Subject to prior agreement with the Bank, “FIN-3/4 Breakdown of Costs” can also be used for loan-funded assignments.]

FORM FIN - 1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: United Water Supply Company of Georgia, 76b Pshavela Ave, 0186 Tbilisi, Georgia

Dear Sirs:

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

Our attached Financial Proposal is for the amount of *[Indicate the corresponding to the amount(s) currency(ies)]* *[Insert amount(s) in words and figures]*, *[Insert “including” or “excluding”]* of all indirect local taxes in accordance with Clause 25.2 in the Data Sheet. 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 Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, 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.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM FIN - 2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) <i>[Reimbursables]</i>				
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax: e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<u>Total Estimate for Indirect Local Tax:</u>				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

[For loan-funded assignments only:]
FORM FIN-3 BREAKDOWN OF REMUNERATION [*]

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

A. Remuneration								
No.	Name ²	Position (as in TECH-6)	Person-month Remuneration Rate ⁴	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	Key Experts							
<u>K-1</u>			[Home]					
			[Field]					
<u>K-2</u>								

Non-Key Experts							
N-1			[Home]				
N-2			[Field]				
Total Costs							

[For loan-funded assignments only:]
FORM FIN - 4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. [Reimbursable]								
N°	Type of [Reimbursable Expenses]	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	<i>{e.g., Per diem allowances**}</i>	{Day}						
	<i>{e.g., International flights}</i>	{Ticket}						
	<i>{e.g., In/out airport transportation}</i>	{Trip}						
	<i>{e.g., Communication costs between Insert place and Insert</i>							

	<i>place}</i>							
	<i>{ e.g., reproduction of reports}</i>				_____			
	<i>{e.g., Office rent}</i>				_____			
				_____			
	<i>{Training of the Client's personnel – if required in TOR}</i>				_____			
Total Costs								

FIN-3/4: Staffing Schedule and Breakdown of Costs

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

[Assignment Title]

[contract currency]

1. Fees :

Name of Expert	Job Title	Working Period	In the Field	In Home Office	Total Period	Expert Rate	Total
[Expert name]	[Expert function]	[hours / days / months]				[expert's fee rate per unit]	[total fees of Expert]
Total Fees							[sum of all fees]

2. Per Diem Allowance:

Place	Number	Rate Period	Per Diem	Total
[indicate location]	[indicate number of nights spent at location]	Days	[Insert applicable Per diem rate]	[Insert total amount for location]

Total Per Diem				Per diem total
----------------	--	--	--	----------------

[A per diem is allowed for each night away from the Home Office. Per diem rates are capped at the per diem rate established by the EU (if the assignment is EU-funded), and are otherwise normally capped at the per diem rate adopted by the UN²]

3. Reimbursable Expenses*

Air Travel: (Full Economy Class or Equivalent)

Routing	Air Fare	No. of Flights	Total
<i>[List flight route, including changeover stops]</i>	<i>[insert unit cost per flight route]</i>	<i>[insert number of flights per route]</i>	<i>[Insert total cost per route]</i>
Total Air Travel			air travel total

Local Travel

[Travel from home to departure airport and return, and reasonable local travel when abroad.]

Journey	Cost	No. of Journeys	Total
<i>[List of journeys]</i>	<i>[cost per]</i>		<i>[total per]</i>

² EU Per Diem Rates are listed on the EU's website (http://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/index_en.htm); UN Per Diem Rates are available (subscribers only) from the website of the UN's International Civil Service Commission: http://icsc.un.org/sal_dsa.asp.

	<i>journey]</i>		<i>journey]</i>
Total Local Travel			local travel total

Miscellaneous:

[The list of miscellaneous expenses is for illustration purposes only; not all of the expenses listed below need apply to a given assignment

Visas	<i>[List details – number, if applicable, unit cost, if applicable]</i>	<i>[List total costs per item]</i>
Interpretation		
Reports		
Communications		
Equipment Purchase		
Accommodation (not listed in Per Diem)		
<i>[List other Miscellaneous Expenses]</i>		
Miscellaneous Total		

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

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

TOTAL MAXIMUM CONTRACT AMOUNT (Contract Ceiling Amount)	<i>[List total cost of the assignment, exclusive of VAT; this amount should correspond to the financial proposal amount in FIN-1]</i>
--	---

[For TC funded assignments only:]

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

RULES FOR THE PREPARATION OF INVOICES

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

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

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

[client name and address]

With a copy sent simultaneously to the Bank at:

Invoice Control

European Bank for Reconstruction and Development

One Exchange Square

London EC2A 2JN, UK

The Consultant should note that the copy of the invoice sent to the Bank is for its information only. The Consultant should be aware that the Bank will not be authorised to release payment for the invoice until the original invoice is approved and forwarded to the Bank by the Client.

The Invoice for the advance payment should be addressed and sent directly to EBRD for payment.

The Contract number and commitment number shall be quoted on the invoice.

Invoices shall be marked to show the Consultant's business address, invoice number and date. The name and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice.

The Bank will only make payments after (i) an original signed copy of the Contract has been sent to the Consultancy Services Unit (ii) submission of original invoices and original supporting receipts (no faxes or copies shall be acceptable) and (iii) confirmation from the Client that the invoice is in order.

Invoice payments will be made by direct transfer to a bank account.

Full details of the bank account where payment shall be made must be supplied on the invoices, including currency of the account.

Period during which Services were performed must be stated.

Invoices shall be itemised in the order set out in Schedule B.

Fees and per diem allowances must be invoiced as per Clause 3.04 of the Contract.

Exchange rates should be stated in the invoice.

Any change to the Contract necessitating an amendment to the Contract should be completed prior to submission of an invoice.

The last of the invoices (or, as the case may be, the only invoice) issued by the Consultants for the Services shall be called the "Final Invoice" and shall be indicated as such. The Final Invoice shall not be issued until all the Consultant's obligations for performing the Services have been fulfilled and the Client has confirmed completion of

the Services. The “Final Invoice” must be submitted within three months of the completion of the Services or the expiry date of the Contract.

Reimbursable expenses, including Air Travel, Local Travel and Miscellaneous costs must be invoiced in the currency of the Contract, according to Clause 3.02 of the Contract. For reimbursement of air travel costs, original ticket stubs must be submitted, together with boarding cards and travel agency receipts. Exchange rates for reimbursable expenses should be stated in the invoice. Conversions shall be made at the rates published in the Financial Times on the first Monday of the relevant month (the month that the invoice was prepared) if it is convertible or against submission of evidence of the exchange rate applied when purchasing local currency for the corresponding reimbursable expenses.

OR FOR EU-FUNDED: Exchange rates for reimbursable expenses should be stated in the invoice. Conversions shall be made at the rates published in the European Union’s Official Journal or obtained from the following web site: <http://europa.eu.int/comm/budget/inforeuro/en/index.htm> or against submission of evidence of the exchange rate applied when purchasing local currency for the corresponding reimbursable expenses. Per diem rates can be obtained from http://europa.eu.int/comm/europeaid/perdiem/index_en.htm .

A numbered list detailing each reimbursable item shall be submitted, with correspondingly numbered original receipts for each item attached.

Purchase of goods will be subject to the Bank’s Procurement Policies and Rules in particular paragraphs 3.12 and 3.13. Where the Contract is EU funded, the goods must be of EU origin or originate from the beneficiary states of the relevant programme in compliance with EU Procurement Policies and Rules.

Any applicable indirect tax, including VAT chargeable by the Consultant shall be separately itemised on the invoices; such amounts shall not be paid with the Grant funds by the Bank and shall be recoverable directly from the Client.

Any questions regarding these Rules should be addressed to the Senior Budget Officer, The Consultancy Services Unit, telephone: + 44 20 7338 6927.

Section 5. Eligible Countries

For the purpose of **ITC6.1**:

[Notes to Client: list exceptions, if applicable, and as agreed with EBRD for the specific selection. If none, state - "no exceptions"]

In reference to ITC6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): _____ *[list country/countries following approval by the Bank to apply the restriction or state "none"]*

Under the ITC 6.3.2 (b): _____ *[list country/countries or indicate "none"]*

Section 6. Bank Policy - Corrupt and Fraudulent Practices

[“Notes to the Client”: this Section 6 shall not be modified]

1.1 The Bank requires that Clients (including beneficiaries of Bank-financed operations), as well as tenderers, suppliers, contractors, subcontractors, concessionaires, Consultants, Sub-consultants, and Experts under Bank financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.

Consultants are responsible for making sure that no person or entity contemplated by the Proposal, including without limitation member of a Joint Venture, suppliers, contractors, subcontractors, concessionaires, and Consultants, Sub-consultants, and Experts is, as at the relevant date, ineligible pursuant to the Bank’s Enforcement Policy and Procedures (EPPs) to become a Bank Counterparty (as defined in the EPPs).

The contemplation in a proposal of an ineligible Bank Counterparty shall result in the immediate rejection of the proposal.

The Bank defines the terms set forth below as Prohibited Practices (each a Prohibited Practice):

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
- (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award or implementation of a Bank-financed consultancy services contract in the context of a Bank Project (as defined in the EPPs) or any finding of a Prohibited Practice by either a final judgment of a judicial process in a Member of the Bank or a finding by the enforcement (or similar) mechanism of another international organization shall be dealt with in accordance with the provisions of the EPPs.

[footnote 1: The EPPs are located at <http://www.ebrd.com/downloads/integrity/epp.pdf>]

[footnote 2: A list of all ineligible persons and entities is located at <http://www.ebrd.com/pages/about/integrity/list.shtml>]

A finding of a Prohibited Practice in accordance with the Bank's EPPs may result in one or more of the following actions:

- (i) Rejection of a proposal for award of a consultancy services contract to the person or entity (and any of its affiliates as defined in the EPPs, "Affiliates") found to have committed the Prohibited Practice(s);
- (ii) Cancellation of a portion of Bank finance allocated to the person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s) in respect of a consultancy services contracts;
- (iii) Issuance of a formal "Letter of Reprimand" to the person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s);
- (iv) Declaration that the person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s) is ineligible, either indefinitely or for a stated period of time, to become a Bank Counterparty in any new Bank Project (as those terms are defined in the Bank's EPPs); such debarment may also be with conditional release, that is subject to conditional reinstatement pursuant to which the period of debarment is reduced or terminated if the person or entity debarred demonstrates compliance with specified conditions such as the introduction and/or implementation of corporate compliance or ethics programmes;
- (v) A declaration of Conditional Non-Debarment pursuant to which the person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s) is required to comply, within stated time periods, with certain remedial, preventative or other measures as a condition to avoid debarment. In the event the persons or entity(ies) fail(s) to demonstrate its (their) compliance with the prescribed conditions within the time periods established, a debarment would automatically become effective either indefinitely or for a stated period of time;
- (vi) A declaration of Debarment with Conditional Release, pursuant to which the person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s) is declared ineligible for a stated period of time subject to conditional reinstatement pursuant to which the period of debarment is reduced or terminated if the person or entity (and nay of its Affiliates) found to have committed the Prohibited Practice(s) demonstrates compliance with specified conditions such as the introduction and/or implementation of corporate compliance and ethics programs;
- (vii) The person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s) is (are) ordered to make restitution of the diverted funds to any other party.

Clients and Consultants awarded a Bank-financed consultancy services contract shall promptly notify the Bank if they obtain any information regarding suspected Prohibited Practice in respect to the Bank-financed consultancy services contract. Provisions to this effect shall also be included in any subcontract to be awarded by the Bank-financed Consultant.

1.2 Clients and Consultants awarded a Bank-financed consultancy services contract shall: fully cooperate in good faith with a Bank investigation into an alleged Prohibited Practice carried out pursuant to the EPPs; promptly furnish to the Bank such information as the Bank reasonably requests; and permit the Bank or its representative to have access to the books and account and records as may be relevant for such investigation. Provisions to this effect shall also be included in any subcontract to be awarded by the Bank-financed Consultant.

Section 7. Terms of Reference

[Sample structure: insert MDB specific or leave blank]

1. *Background* _____

2. *Objective(s) of the Assignment* _____

3. *Scope of Services, Tasks (Components) and Expected Deliverables*

3.1 _____

3.2 *[indicate if downstream work is required]*

3.3 *[indicate if training is a specific component of the assignment.]*

4. *Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC.*

5. *Reporting Requirements and Time Schedule for Deliverables*

[At a minimum, list the following:

(a) format, frequency, and contents of reports;

(b) number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;

(c) dates of submission;

(d) persons (indicate names, titles, submission address) to receive them; etc.

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 Client 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 Client as "Employer" is required."]

6. *Client's Input and Counterpart Personnel*

(a) *Services, facilities and property to be made available to the Consultant by the Client:*
_____ [list/specify]

(b) *Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:* _____ [list/specify]

7. _____

Section 8. Conditions of Contract and Contract Forms

Foreword

Part II includes two types of standard Contract form for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) included in the Master Document for Selection of Consultants prepared by participating Multilateral Development Banks (MDBs).

1. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.
2. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.

The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts above a monetary threshold established by the each MDB. These standard Contract templates should be used for consulting services assignments estimated to cost EUR 300,000 equivalent or more unless otherwise approved by the Bank.

**HARMONIZED STANDARD FORM OF
CONTRACT**

Consultant's Services
Time-Based

Contents

Preface	85
I. Form of Contract	87
II. General Conditions of Contract	91
A. General Provisions	91
1. Definitions	91
2. Relationship Between the Parties	92
3. Law Governing Contract	93
4. Language	93
5. Headings	93
6. Communications	93
7. Location	93
8. Authority of Member in Charge	93
9. Authorized Representatives	93
10. Corrupt and Fraudulent Practices	93
B. Commencement, Completion, Modification and Termination of Contract	94
11. Effectiveness of Contract	94
12. Termination of Contract for Failure to Become Effective	94
13. Commencement of Services	94
14. Expiration of Contract	94
15. Entire Agreement	94
16. Modifications or Variations	94
17. Force Majeure	94
18. Suspension	96
19. Termination	96
C. Obligations of the Consultant	98
20. General	98
21. Conflict of Interests	99
22. Confidentiality	100
23. Liability of the Consultant	100
24. Insurance to be Taken out by the Consultant	100
25. Accounting, Inspection and Auditing	101

26.	Reporting Obligations	101
27.	Proprietary Rights of the Client in Reports and Records	101
28.	Equipment, Vehicles and Materials	102
D. Consultant’s Experts and Sub-Consultants.....		102
29.	Description of Key Experts	102
30.	Replacement of Key Experts	102
31.	Approval of Additional Key Experts	103
32.	Removal of Experts or Sub-consultants	103
33.	Replacement/ Removal of Experts – Impact on Payments	103
34.	Working Hours, Overtime, Leave, etc.	103
E. Obligations of the Client.....		104
35.	Assistance and Exemptions	104
36.	Access to Project Site	105
37.	Change in the Applicable Law Related to Taxes and Duties	105
38.	Services, Facilities and Property of the Client	105
39.	Counterpart Personnel	105
40.	Payment Obligation	106
F. Payments to the Consultant.....		106
41.	Ceiling Amount	106
42.	Remuneration and [<i>Reimbursable Expenses</i>]	106
43.	Taxes and Duties	107
44.	Currency of Payment	107
45.	Mode of Billing and Payment	107
46.	Interest on Delayed Payments.....	108
G. Fairness and Good Faith.....		109
47.	Good Faith	109
H. Settlement of Disputes.....		109
48.	Amicable Settlement	109
49.	Dispute Resolution	109
Attachment 1: Bank’s Policy - Corrupt and Fraudulent Practices.....		111
III. Special Conditions of Contract.....		115
IV. Appendices.....		125

Appendix A - Terms of Reference	125
Appendix B - Key Experts	131
Appendix C - Remuneration Cost Estimates	132
Appendix D - Reimbursable Expenses Cost Estimates	132
Appendix E - Form of Advance Payments Guarantee	133

Preface

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

CONTRACT FOR CONSULTANT'S SERVICES
Time-Based

Project Name: Site Supervising for WWTP, Georgia

[Loan/Grant] No. _____

Contract No. _____

between

United Water Supply Company of Georgia, 76b Pshavela Ave, 0186 Tbilisi, Georgia

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

[Text in brackets [] is optional; all notes should be deleted in the final text]

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, United Water Supply Company of Georgia, 76b Pshavela Ave, 0186 Tbilisi, Georgia (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture *[insert name of the JV]* consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[insert name of member]* and *[insert name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received [*or “has applied for”*] a loan [*or “grant”*] from the European, Bank for Reconstruction and Development toward the cost of the Services and intends to apply a portion of the proceeds of this [*loan/grant*] to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the [*loan/grant*] agreement, including prohibitions of withdrawal from the [*loan/grant*] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [*loan/grant*] agreement or have any claim to the [*loan/grant*] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 “Bank Policy - Corrupt and Fraudulent Practices);
- (b) The Special Conditions of Contract;
- (c) Appendices:

[For Loan-Funded Assignments:]

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursables Cost Estimates

Appendix E: Form of Advance Payments Guarantee

[For Grant-Funded Assignments:]

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C/D: Breakdown of Costs

Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client - name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[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 *[insert the name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Guidelines” means the European Bank for Reconstruction and Development’s Procurement Policies and Rules.
 - (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (c) “Bank” means the European Bank for Reconstruction and Development.
 - (d) “Borrower [*or* Recipient *or* Beneficiary]” means the Government, Government agency or other entity that signs the financing [*or* loan/grant/project] agreement with the Bank.
 - (e) “Client” means the executing agency that signs the Contract for the Services with the Selected Consultant.
 - (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (h) “Day” means a working day unless indicated otherwise.
 - (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (k) “Foreign Currency” means any currency other than the currency

of the Client's country.

- (l) "GCC" means these General Conditions of Contract.
- (m) "Government" means the government of the Client's country.
- (n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (p) "Local Currency" means the currency of the Client's country.
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

- 3. Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1. The Bank requires compliance with its policy in regard to prohibited practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may

result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil

disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and

necessarily incurred, and, if required by the Client, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to

Clause GCC 49.1;

- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive and/or coercive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the

Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the

Client's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the [Borrower's or Beneficiary's] country prohibits commercial relations with that country; or
- (b) 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, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of
Interests**

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant
Not to Benefit
from
Commissions,
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not

receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to be Taken out by the

24.1 The Consultant (i) shall take out and maintain, and shall cause

Consultant

any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,
Inspection and
Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services-and in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

**26. Reporting
Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights
of the Client in
Reports and
Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and

software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

30. Replacement of Key

30.1 Except as the Client may otherwise agree in writing, no

- Experts** changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 31. Approval of Additional Key Experts**
- 31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- 32. Removal of Experts or Sub-consultants**
- 32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive and/or coercive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 32.2 In the event that any of the Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 33. Replacement/ Removal of Experts - Impact on Payments**
- 33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
- 34. Working Hours, Overtime, Leave, etc.**
- 34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their

departure from, the Client's country as is specified in **Appendix B**.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions

35.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts

and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

36. Access to Project Site

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

37. Change in the Applicable Law Related to Taxes and Duties

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

38. Services, Facilities and Property of the Client

38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel

39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the

Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**40. Payment
Obligation**

40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount

41.1 An estimate of the cost of the Services is set forth in **Appendix C** and **Appendix D**.

41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

**42. Remuneration and
Reimbursable
Expenses**

42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other

means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

43. Taxes and Duties

43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

44. Currency of Payment

44.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.

45. Mode of Billing and Payment

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

(a) *Advance payment.* Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.

(b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show

remuneration and reimbursable expenses separately.

- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) *The Final Payment* .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH

47. Good Faith

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

H. SETTLEMENT OF DISPUTES

48. Amicable Settlement

48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

49. Dispute Resolution

49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

II. General Conditions

Attachment 1: Bank's Policy - Corrupt and Fraudulent Practices

1.1 The Bank requires that Clients (including beneficiaries of Bank-financed operations), as well as tenderers, suppliers, contractors, subcontractors, concessionaires, Consultants, Sub-consultants, and Experts under Bank financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.

Consultants are responsible for making sure that no person or entity contemplated by the Proposal, including without limitation member of a Joint Venture, suppliers, contractors, subcontractors, concessionaires, and Consultants, Sub-consultants, and Experts is, as at the relevant date, ineligible pursuant to the Bank's Enforcement Policy and Procedures (EPPs) to become a Bank Counterparty (as defined in the EPPs). The EPPs and the list of all ineligible persons and entities can be found on the Bank's website: www.ebrd.com.

The contemplation in a proposal of an ineligible Bank Counterparty shall result in the immediate rejection of the proposal.

The Bank defines the terms set forth below as Prohibited Practices (each a Prohibited Practice):

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award or implementation of a Bank-financed consultancy services contract in the context of a Bank Project (as defined in the EPPs) or any finding of a Prohibited Practice by either a final judgment of a judicial process in a Member of the Bank or a finding by the enforcement (or similar) mechanism of another international organization shall be dealt with in accordance with the provisions of the EPPs.

A finding of a Prohibited Practice in accordance with the Bank's EPPs may result in one or more of the following actions:

- (i) Rejection of a proposal for award of a consultancy services contract to the person or

- entity (and any of its affiliates as defined in the EPPs, “Affiliates”) found to have committed the Prohibited Practice(s);
- (ii) Cancellation of a portion of Bank finance allocated to the person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s) in respect of a consultancy services contracts;
 - (iii) Issuance of a formal “Letter of Reprimand” to the person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s);
 - (iv) Declaration that the person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s) is ineligible, either indefinitely or for a stated period of time, to become a Bank Counterparty in any new Bank Project (as those terms are defined in the Bank’s EPPs); such debarment may also be with conditional release, that is subject to conditional reinstatement pursuant to which the period of debarment is reduced or terminated if the person or entity debarred demonstrates compliance with specified conditions such as the introduction and/or implementation of corporate compliance or ethics programmes;
 - (v) A declaration of Conditional Non-Debarment pursuant to which the person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s) is required to comply, within stated time periods, with certain remedial, preventative or other measures as a condition to avoid debarment. In the event the persons or entity(ies) fail(s) to demonstrate its (their) compliance with the prescribed conditions within the time periods established, a debarment would automatically become effective either indefinitely or for a stated period of time;
 - (vi) A declaration of Debarment with Conditional Release, pursuant to which the person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s) is declared ineligible for a stated period of time subject to conditional reinstatement pursuant to which the period of debarment is reduced or terminated if the person or entity (and nay of its Affiliates) found to have committed the Prohibited Practice(s) demonstrates compliance with specified conditions such as the introduction and/or implementation of corporate compliance and ethics programs;
 - (vii) The person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s) is (are) ordered to make restitution of the diverted funds to any other party.

Clients and Consultants awarded a Bank-financed consultancy services contract shall promptly notify the Bank if they obtain any information regarding suspected Prohibited Practice in respect to the Bank-financed consultancy services contract. Provisions to this effect shall also be included in any subcontract to be awarded by the Bank-financed Consultant.

1.2 Clients and Consultants awarded a Bank-financed consultancy services contract shall: fully cooperate in good faith with a Bank investigation into an alleged Prohibited Practice carried out pursuant to the EPPs; promptly furnish to the Bank such information as the Bank reasonably requests; and permit the Bank or its representative to have access to the books and account and records as may be relevant for such investigation. Provisions to this effect shall

also be included in any subcontract to be awarded by the Bank-financed Consultant.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	<p>The Contract shall be construed in accordance with the law of Georgia.</p> <p><i>[Note: Bank-financed contracts normally designate the law of the Client's country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.]</i></p>
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are:</p> <p>Client: United Water Supply Company of Georgia, 76b Pshavela Ave, 0186 Tbilisi, Georgia</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i></p> <p><i>OR</i></p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ [insert name of the member]</p>

<p>9.1</p>	<p>The Authorized Representatives are: For the Client: [name, title]_____</p> <p>For the Consultant: [name, title]_____</p>
<p>11.1</p>	<p><i>[Note: If there are no effectiveness conditions, state “N/A”]</i> <i>OR</i> <i>List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank [loan/grant], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC45.1(a)), etc.]</i> The effectiveness conditions are the following: <i>[insert “N/A” or list the conditions]</i></p>
<p>12.1</p>	<p>Termination of Contract for Failure to Become Effective: The time period shall be _____ <i>[insert time period, e.g.: four months].</i></p>
<p>13.1</p>	<p>Commencement of Services: The number of days shall be _____ <i>[e.g.: ten].</i> Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
<p>14.1</p>	<p>Expiration of Contract: The time period shall be _____ <i>[insert time period, e.g.: twelve months].</i></p>
<p>21 b.</p>	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes_____ No _____</p>
<p>23.1</p>	<p>No additional provisions. [OR</p>

	<p>The following limitation of the Consultant's Liability towards the Client can be subject to Contract negotiations:</p> <p>“Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none">(i) for any indirect or consequential loss or damage; and(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract. <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none">(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert “Applicable Law”, if it is the law of the Client's country, or insert “applicable law in the Client's country”, if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client's country]. <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank <u>prior to accepting any changes</u> to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to</i></p>
--	--

	<p><i>the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant’s liability should never be limited for loss or damage caused by the Consultant’s gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client’s country.]</i></p>
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows: <i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of _____ <i>[insert amount and currency or state “in accordance with the applicable law in the Client’s country”];</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of _____ <i>[insert amount and currency or state “in accordance with the applicable law in the Client’s country”];</i></p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<p>27.1</p>	<p><i>[Note: If applicable, insert any exceptions to proprietary rights provision_____]</i></p>

<p>27.2</p>	<p><i>[Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:]</i></p> <p>[The Consultant shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Client.]</p> <p>OR</p> <p>[The Client shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Consultant.]</p> <p>OR</p> <p>[Neither Party shall use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the other Party.]</p>
<p>35.1 (a) through (e)</p>	<p><i>[Note: List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.]</i></p>
<p>35.1(f)</p>	<p><i>[Note: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(f).]</i></p>
<p>41.2</p>	<p>The ceiling in foreign currency or currencies is: _____ <i>[insert amount and currency for each currency]</i> <i>[indicate: "inclusive" or "exclusive"]</i> of local indirect taxes.</p> <p>The ceiling in local currency is: _____ <i>[insert amount and currency]</i> <i>[indicate: "inclusive" or "exclusive"]</i> of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be <i>[insert as appropriate: "paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for" or "to"]</i> the Consultant.</p>
<p>42.3</p>	<p>Price adjustment on the remuneration <i>[insert "applies" or "does not apply"]</i></p> <p><i>[Note: If the Contract is less than 18 months, price adjustment does not apply.</i></p> <p><i>If the Contract has duration of more than 18 months, a price</i></p>

adjustment provision on the remuneration for foreign and/or local inflation may be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Client’s country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Client’s country. A sample provision is provided below for guidance:

{Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:

- (1) Remuneration paid in foreign currency on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:*

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{ \text{or} \quad R_f = R_{fo} \times [0.1 + 0.9 \frac{I_f}{I_{fo}}] \}$$

where

R_f is the adjusted remuneration;

*R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;*

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: [Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. “Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics”].

	<p>(2) <i>Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every [insert number] months (and, for the first time, with effect for the remuneration earned in the [insert number]the calendar month after the date of the Contract) by applying the following formula:</i></p> $R_l = R_{l_0} \times \frac{I_l}{I_{l_0}} \quad \{or \quad R_l = R_{l_0} \times [0.1 + 0.9 \frac{I_l}{I_{l_0}}]\}$ <p>where</p> <p><i>R_l is the adjusted remuneration;</i></p> <p><i>R_{l₀} is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency;</i></p> <p><i>I_l is the official index for salaries in the Client’s country for the first month for which the adjustment is to have effect; and</i></p> <p><i>I_{l₀} is the official index for salaries in the Client’s country for the month of the date of the Contract.</i></p> <p><i>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{l₀} in the adjustment formula for remuneration paid in local currency: [Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency].</i></p> <p>(3) <i>Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X₀/X. X₀ is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.]</i></p>
<p>43.1 and 43.2</p>	<p><i>[Note: The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]</i></p> <p><i>The Client warrants that [choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”):</i></p>

	<p><i>If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</i></p> <p><i>OR</i></p> <p><i>If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p>“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” <i>OR</i> “the Client shall reimburse the Consultant, the Sub-consultants and the Experts”]</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none">(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;(b) any equipment, materials and supplies brought into the Client’s country 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;(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:<ul style="list-style-type: none">(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country 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 the
--	---

	Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.
44.1	The currency [currencies] of payment shall be the following: <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2].</i>
45.1(a)	<p><i>[Note: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of <i>[insert amount in foreign currency]</i> [and of <i>[insert amount in local currency]</i>] shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
45.1(b)	<p><i>[Note: Delete this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</i></p> <p>The Consultant shall submit to the Client itemized statements at time intervals of _____ <i>[e.g. “every quarter”, “every six months”, “every two weeks”, etc.]</i>.</p>
45.1(e)	<p>The accounts are: for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
46.1	The interest rate is: <i>[insert rate]</i> .
49.	Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity hereof which cannot be amicably settled between the parties shall be referred to and settled, in accordance with the UNCITRAL Arbitration rules as in force and effect on the effective date of the Contract. There shall be one arbitrator and the appointing authority for the purposes of the UNCITRAL rules shall be the London Court of International

	<p>Arbitration. The seat and place of arbitration shall be London, England and the English language shall be used throughout the arbitral proceedings. The parties hereby waive any right under the Arbitration Act 1996 or otherwise to appeal any arbitration award or to seek a determination of a preliminary point of law by the courts of England or elsewhere. Where the UNCITRAL rules do not provide for a particular situation the arbitrator shall have absolute discretion to determine which course of action shall be followed and the arbitrator's decision shall be final. Any award given by the arbitrator shall be final and binding on the parties and shall be in lieu of any other remedy.</p>
--	--

IV. Appendices

APPENDIX A - TERMS OF REFERENCE FOR SITE SUPERVISING

[The following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: "Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required."]

General

The Consultant shall conscientiously fulfill, to the highest professional standards, the role of the delegated powers by the Client's Representative to supervise the construction of the Works and to ensure that they are executed in accordance with the Conditions of Contract, Client's requirements, Specifications and any amendments thereto; and to ensure that so far as is reasonably possible, within the Contract Price and Contract Period allowed under the Contract or any agreed amendments thereto.

The Consultant is directly responsible for day-to-day supervision and immediate contacts with the Works Contractor.

The Consultant is responsible to mobilize a team in compliance with the requirements and phases outlined below. Consultant shall provide all necessary personnel on Site (engineers, supervisors, quality inspectors, environmental specialists, etc.) for the supervision of works, inspection and installation of the equipment, testing of construction materials and equipment, etc.

The Consultant's activities are divided into following tasks:

- a) general project management related functions;
- b) pre-construction activities including review of Design Works (design of Design company, Contractor's Design Works);
- c) activities during implementation of tasks - Site Supervising ad related activities;
- d) reporting.

A. GENERAL PROJECT MANAGEMENT RELATED FUNCTIONS

The Consultant is responsible for the following:

1. Establish a system acceptable to the Client for Project Management;
2. Review all documents submitted by the Contractor with respect to planning, scheduling and progress during the implementation of tasks;
3. Establishment of a documentary control system and administer the control system;
4. Ensure that quality control and engineering standards are consistently maintained throughout the project and within cost and time constraints;
5. Preparation and submission of monthly and quarterly progress reports together with up to-date cost disbursement;
6. Check and recommend the Contractor's Interim & Final invoices and other Claims, if any, to the Client for payment;
7. Organize and conduct periodic meetings to co-ordinate all activities;
8. Organize and conduct special meetings to deal with urgent matters whenever required;
9. Review the quality control, health and safety procedures/manuals for the Project;

10. Review of spare parts requirements and stock level of spares;
11. Review special tools requirements;
12. Follow up of procurement and delivery of plant and equipment;
13. Arrange inspection visits, monitor and control of Works for the purpose of certifying progress payments;
14. Assist the Client in issuing the payment certificates;
15. Maintain records on payment made by the Client to the Contractor;
16. Prepare monthly progress reports;
17. Maintain records of contractual Claims - if any by the Contractor;
18. Assist the Contracting Authority in contractual matters with the Contractor (guarantees, performance bonds, insurance, Claims, etc.);
19. Inspect and direct preventive safety and environmental control measures;
20. Lead the regular site co-ordination meetings;
21. Monitor job safety;
22. Resolve site engineering issues;
23. Co-ordinate the over-all construction schedule;
24. Review the Operation & Maintenance Manuals prepared by the Contractor.

B. PRE-CONSTRUCTION ACTIVITIES - REVIEW OF DESIGN WORKS

B.1 Review of Design Works of Design Company

Design Audits, Design review comments

The Consultant shall prepare design audits and design review memoranda as required **during the pre-construction phase**, depending on the needs to address Client's requirements and specific points related to the tasks of Designer.

The Consultant shall attend to the following and report to the Client with recommendations where necessary:

1. Audit, review and comment on all specifications of equipment, calculations, and investigations of all types of design drawings and documents submitted by the Designer and related to the Contract with Designer;
2. Provide necessary guidance to formulate:
 - (i) Drawing Classification System and
 - (ii) Plant Identification System and review the systems proposed by the Designer;
3. Examine and review all drawings, procedures, documents and detail submitted by or requested from the Design company. These include drawings and designs requiring approval from regulatory bodies as well. Such drawings and documents cover all technical aspects relevant to the Project;
4. Review and check the design of the Project to ensure its compliance with the Environmental Impact Assessment (EIA) requirements;
5. Review engineering and procurement schedules;
6. Evaluate deviations to Client's Requirements and advise the Client accordingly.

B.2 Review of Contractor's Design

Design Audits, Design review comments

The Consultant shall prepare design audits and design review memoranda as required **during the implementation phase**, depending on the needs to address Client requirements and specific points related to the Contractor's design.

The Consultant shall attend to the following and report to the Client with recommendations where necessary:

1. Audit, review and comment on all specifications of equipment, calculations, and

investigations Detail Design Drawings and documents submitted by the Contractor and related to his Contract;

2. Provide necessary guidance to formulate:

(i) Drawing Classification System and

(ii) Plant Identification System and review the systems proposed by the Contractor;

3. Examine and review all drawings, procedures, documents and Detail Designs submitted by or requested from the Contractor. These include drawings and designs requiring approval from regulatory bodies as well. Such drawings and documents cover all technical aspects relevant to the Project;

4. Review and check the design of the Project to ensure its compliance with the Environmental Impact Assessment (EIA) requirements;

5. Review engineering and procurement schedules;

6. Evaluate deviations to Client's Requirements and advise the Client accordingly.

C. ACTIVITIES DURING IMPLEMENTATION OF TASKS

Inspection and testing at the Contractor's Works

The Consultant with the Client's participation shall undertake to implement the following:

1. Review and approval of quality assurance control plans and delivery schedules of the Contractor;

2. Regular review of production schedules and delivery schedules of the Contractor;

3. Review and Approval of factory testing procedures and factory test results submitted by the Contractor - if any;

4. Witnessing of laboratory tests of the field activities and preparation of corresponding records as per the Requirements of the Client;

5. Review of test reports on laboratory test results submitted by the Contractor.

6. Monitor contractor implementation of public safety (such as, traffic measures: reflective signage, trench barriers, diversion routes, pedestrian protection barriers, etc.) and worker safety measures (such as, proper work clothes, gloves and boots, reflective safety vests, hardhats, trench reinforcements) - issue written Contractor warnings, notify the Client in writing on non-compliance.

7. Keep engineering supervision book (which would include a file of digital images) including daily registering works executed by the contractor as well as remarks related to the construction quality and elimination of defects. Certifying the phases of completed works in compliance with the form worked out by the Consultant and approved by the Client. Upon the approval of the Client, organize and supervise any supplemental, unforeseen independent testing to verify final quality compliance of the Contractor's Works.

Construction Supervision and Management

The Consultant shall undertake the following:

1. Establish a system and carry out overall construction supervision and management;

2. Check and approve the Contractor's temporary works and facilities with the Client's concurrence;

3. Review, evaluate and approve construction method statements and additional Site Works of the Contractor, in compliance with the technical and environmental requirements;

4. Evaluate and approve the Contractor's quality assurance/control program;

5. Issue Site instructions on behalf of the Client to the Contractor;

6. Review and approve test procedures for materials, plant and equipment to be tested on Site by the Contractor and witness such Tests with the participation of the Client.

Inspection, acceptance meeting and Acceptance Tests

The Consultant shall perform the following:

1. Lead and co-ordinate the Site Taking Over meetings;
2. Assist the Client during the Taking Over stage of the Project;
3. Review, evaluate and approve the Contractor's Taking Over start up and the testing procedures including that of performance tests to verify the guarantees. The test procedures shall comply with Contract and the internationally accepted relevant standards and;
4. Supervise and ensure that all tests are carried out in accordance with the approved procedures;
5. Supervise the Final Acceptance Tests and test operation of the WWTP and certify the Final Acceptance Test reports prepared by the Contractor;
6. Witness the commissioning and acceptance tests with the participation of the Client and submit a detailed completion report to the Client;
7. Prepare and submit the Taking Over Certificates and other Acceptance Certificates as defined in the Contract specifications subjected to the prior Approval of the Client;
8. Prepare the Project Completion Report and submit to the Client.

Technology transfer and training of Contractor's Authority's Staff

1. The Client will assign his Engineers and other Key Personnel as Counterpart Personnel to work with the Consultant's and Contractor's team and they will work closely with the Consultant in the Work phases of design review, construction, and other related project works in order to make use of the opportunity for technology transfer;
2. These Counterpart Personnel will work under the supervision and management of the Consultant. However, the administrative matters and the payments of the Counterpart Personnel is the responsibility of the Client or as spelt in the Works Contract;
3. The Consultant shall supervise the training programs implemented by the Contractor for training of O&M works of the Project;
4. The Consultant is encouraged to conduct seminars, lectures in addition to the on-the job training to disseminate the knowledge of Counterpart Personnel.

Environmental management aspects

The Consultant shall be responsible the following with regard to the Environmental Management:

1. To ensure that the envisaged environmental mitigation measures specified in the Environmental Impact Assessment (EIA) study report, are implemented and complied by the Contractor during the Period of the Implementation of the Tasks;
2. To establish the environmental monitoring and reporting procedures.

Taking Over Certificate

The Taking-Over certificate shall be prepared and issued by the Consultant in consultation with the Client, following the successful completion of the Works provided that Consultant is satisfied that the defects or deficiencies have been successfully rectified.

The issue of the Taking-Over Certificate shall be subjected to:

- i) the Contractor having provided the Operating and Maintenance Manuals (O&MM), as well as all the drawings and documents handled over to the Client requested in the Contract;
- ii) no major deficiencies are found and minor deficiencies are listed in the defects list by the Consultant.

Performance Certificate

The Consultant shall prepare for the final inspection and acceptance meeting, thereafter

prepare the Performance Certificate with the approval of the Client and submit after the expiry date of the Defects Notification Period, to the Client who will issue the Performance Certificate to the Contractor.

Final Certificate of Payment

A written statement shall be prepared by the Consultant, to be signed by both parties, the Client and the Contractor that all financial obligations by both parties are fulfilled. This Final Payment Certificate shall be prepared and issued in accordance with the relevant Articles of Contract.

D. REPORTING

Deliverable Reports

An inception report shall be submitted within four (4) weeks from the commencement of the Consulting Services. It shall include the proposals how the Objectives of the Services are to be achieved. In addition, it shall also include an implementation schedule highlighting the milestones to be met in order the Project can be executed smoothly.

In their Methodology Statement, the Consultant shall provide a fixed layout for all the reports to be submitted.

Monthly Progress Reports

A progress report shall be submitted every month by the Consultant to the Client, addressed to the General Manager (Design and Construction), within 7 (seven) days after the end of the reporting month. All reports shall be submitted in English and Georgian languages, each in 2 (two) printed copies and 1 (one) soft copy.

The report shall cover the following items:

1. Status reports on design services, plant, Contractor's equipment and personnel mobilization status, construction progress until taking over of the works;
2. Engagement of different personal of the Consultant's team in the Works and Utilization of man-months;
3. Description of delays and steps to be taken to overcome them.

Final Progress Reports

The Consultant shall submit to the Client of the Final Progress Report which is required to be submitted under the Article 26. of the Contract describing the following:

1. A chronological listing of significant project events;
2. A concise summary of the major highlights of the report;
3. Action on items, comprising a list of significant items on the Project which require resolution by either the Client or the Consultant.

Site Inspection Reports

The Consultant shall prepare and submit Site Inspection Reports for key activities as defined during the implementation phase of the inspection. They shall also include related documents and/or comments with results or suggested remedial actions (if deemed to be necessary).

Disbursement Schedules

The Consultant shall monitor and review the Project cost and expenditure and prepare the periodic statements in close co-ordination with the Client's relevant Department. The main activities are as follows:

1. Regular reviewing of the status of the Project cost and comparison of scheduled disbursements with actual progress;
2. Preparation and regular updating of disbursement schedules;
3. Review total project cash flow, establish an early warning system, and prepare projections to track unfavourable cost trends pro-activity, draw action plans and advice the Client;
4. Prepare S-curve depicting cost and schedule, reports for budgeted cost for Works scheduled, actual cost for Works completed and budget cost for Works performed, cost variation, schedule variation, total project estimate to completion.

Updating of Consultant Assignment Schedule

The Consultant shall prepare and submit the updated consultancy schedule as necessary due to the change of the status and conditions of the Project according to the progress of the Project.

Commissioning Reports

The Consultant shall review and approve in consultation with the Client the relevant completion reports with enclosed test results for the particular work sections submitted by the Contractor. These reports shall address all Tests on Completion and Tests after Completion including their results. The Approval of the completion reports shall be a pre-condition for issue of any Taking-over Certificate and Tests after Completion.

Final Inspection Report, minor outstanding Work and Defects List with enclosed Test results

The Final Inspection Report of the Consultant shall address the status of the Work items at the time of Taking-over by the Client. The minor outstanding Works, defects, failures, shortcomings are to be listed and compiled.

Possible remedial actions by the Contractor as needed, are to be listed and noted, including the given period of time the Contractor is to rectify. The material handed over by the Contractor to the Client will be checked and listed for status and completeness.

Plant Performance Evaluation Reports

The Consultant shall witness the Works Performance Tests carried out under Test after Completion. They will analyze, evaluate and approve the Final Performance Tests with the concurrence of the Client.

The analyses, results and conclusions with recommendations shall be compiled in the performance evaluation report to be submitted to the Client.

Operation & Maintenance Manuals

The Consultant shall review and approve in consultation with the Client, the Operation & Maintenance procedures and manuals submitted by the Contractor, within 4 (four) weeks before the commencement of the commissioning.

Furthermore the Consultant shall prepare and submit a Reference Manual for the Project providing recommendations of the Consultant with cross references to related documents along with the approved Operation & Maintenance Manual.

APPENDIX B - KEY EXPERTS

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

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

[For loan-funded assignments, Appendices C and D will apply; for grant-funded assignments, Appendix C/D will apply.]

APPENDIX C - REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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

APPENDIX D - REIMBURSABLE EXPENSES COST ESTIMATES

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on Form FIN-4 of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to Form FIN-4 at the negotiations or state that none has been made.]*
2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

APPENDIX C/D - REMUNERATION AND REIMBURSABLE EXPENSES COST ESTIMATES

[Insert the table with the Breakdown of Costs. The table shall be based on Form FIN-3/4 of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to Form FIN-3/4 at the negotiations or state that none has been made.]

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[*Note: See Clause GCC 45.1 (a) and SCC 45.1(a)*]

Bank Guarantee for Advance Payment

_____ [*Bank's Name, and Address of Issuing Branch or Office*]

Beneficiary: United Water Supply Company of Georgia, 76b Pshavela Ave, 0186 Tbilisi,
Georgia

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ [*name of Consultant or a name of the Joint Venture, same as appears on the signed Contract*] (hereinafter called "the Consultant") has entered into Contract No. _____ [*reference number of the contract*] dated _____ with you, for the provision of Site Supervising for WWTP, Georgia (hereinafter called "the Contract").

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

At the request of the Consultant, we _____ [*name of bank*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [*insert currency*] _____ [*amount in figures*] (_____) [*insert currency and amount in words*]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

repayment of the amount of the advance payment, or on the __ day of _____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

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

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."