



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

**Supported by the SlovakAid**

**Manual Part B2 - Methodology of projects under the terms of the EC**

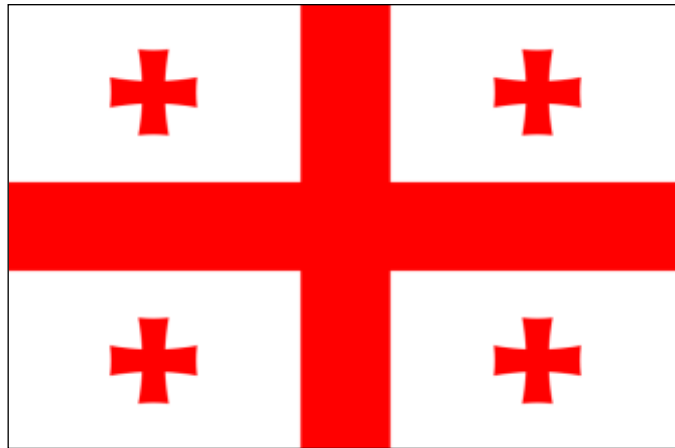
**(Site Supervising)**

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**Date: May 2016**

# GEORGIA

## INFRASTRUCTURE PROJECT



## TENDER DOCUMENT FOR PROCUREMENT OF SITE SUPERVISING (EC)

### PROCUREMENT OF: REHABILITATION AND EXTENSION OF WWTP, GEORGIA

**MONTH / YEAR**

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Public document to be completed by the Contracting Authority

**SERVICE PRIOR INFORMATION NOTICE**  
**Site Supervising for WWTP, Georgia**  
**Location: Tbilisi County**

1. **Publication reference**  
< Publication reference >
2. **Procedure**  
< Restricted >
3. **Programme title**  
< Please specify the programme title mentioned in the applicable financing agreement/ financing decision >
4. **Financing**  
< Budget line / Financing agreement / Other >
5. **Contracting Authority**
  - EITHER < European Union, represented by the European Commission on behalf of and for the account of the partner country/countries > direct management
  - OR < The partner country > indirect management
6. **Nature of contract**  
< Global price / Fee-based >
7. **Contract description**  
< Recommended maximum 5 lines >
8. **Indicative budget**  
[For direct management: EUR **or** for indirect management: EUR / <ISO code of national currency>]  
< amount >
9. **Intended timing of publication of the contract notice**  
< To be specified >
10. **Additional information**  
< As appropriate >
11. **Legal basis<sup>1</sup>**  
[BUDGET: for calls where the CIR applies: < Regulation (EU) N°236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action and ..... (introduce here the reference of the Regulation or other instrument under which this contract is to be financed) (e.g. DCI, ENPI, ENI, Ifs) - see Annex A2 of the Practical Guide>

[BUDGET: for calls where the CIR does not apply (e.g. for IPA I), < Regulation or other instrument under which this contract is to be financed - See Annex A2 of the Practical Guide>]

[EDF: Annex IV to the Partnership Agreement between the members of the African, Caribbean and

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<sup>1</sup> Please state any specificity that might have an impact on rules on participation (such as geographic or thematic or long/short term).

Pacific Group of States of the one part, and the European Community and its Member States, of the other part, signed in Cotonou on 23 June 2000 as amended in Luxembourg on 25 June 2005 and in Ouagadougou on 22 June 2010. Reference is made to Annex IV as revised by Decision 1/2014 of the ACP-EU Council of Ministers of 20 June 2014.]

**Remarks:**

There must be a minimum period of 30 calendar days between the publication of this prior information notice and the publication of the corresponding contract notice.

No applications or requests for information should be sent at this stage.

Document to be completed by the Contracting Authority and submitted to the invited tenderers  
(not published for the Competitive Negotiated Procedure)

## **SERVICE CONTRACT NOTICE**

**Site Supervising for WWTP, Georgia**  
**Location: Tbilisi County**

### **1. Reference**

< Reference >

### **2. Procedure**

[Competitive negotiated][Single tender]

### **3. Programme title**

< Please specify the title of the programme mentioned in the applicable financing agreement/  
financing decision>

### **4. Financing**

<Budget line/Financing agreement/Other>

### **5. Contracting Authority**

[For direct management: European Union, represented by the European Commission on behalf of  
and for the account of <the partner country/countries>]

[For indirect management: <The partner country >]

## **CONTRACT SPECIFICATION**

### **6. Nature of contract**

[Global price] [Fee-based]

### **7. Contract description**

< Recommended 10 lines, maximum 20 lines>

### **8. Number and titles of lots**

[One lot only]

[If more than one lot: <number of lots : (min =2 max=20) >

<Lots Titles:

01

02

(...)>

### **9. Maximum budget**

Give figures only:

[EUR] [<ISO code of national currency > only for indirect management in the following cases: (i)  
when legal or local constraints exceptionally impose using the national currency; (ii) when needed,  
for contracts within the imprest component of a programme estimate>] <amount>

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## CONDITIONS OF PARTICIPATION

### 10. Eligibility

[BUDGET for calls where the CIR applies: Participation is open to all natural persons who are nationals of and legal persons [participating either individually or in a grouping (consortium) of tenderers] which are effectively established in a Member State of the European Union or in a eligible country or territory as defined under the Regulation (EU) N°236/2014 establishing common rules and procedures for the implementation of the Union's instruments for external action (CIR) for the applicable Instrument under which the contract is financed (see also heading 22 below) . Participation is also open to international organisations. All supplies under this contract must originate in one or more of these countries. However, they may originate from any country when the amount of the supplies to be purchased is below 100, 000 euros per purchase.]

[BUDGET for calls where the CIR does not apply (e.g. for IPA I): Participation is open to all legal persons [participating either individually or in a grouping (consortium) of tenderers] which are established in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme under which the contract is financed (see item 22 below). All goods supplied under this contract must originate in one or more of these countries. Participation is also open to international organisations. Participation of natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed].

[10<sup>th</sup> EDF/11<sup>th</sup> EDF

Participation in tendering is open on equal terms to natural and legal persons (participating either individually or in a grouping (consortium) of tenderers which are established in a Member State of the European Union, ACP States or in a country or territory authorised by the ACP\_EC Partnership Agreement under which the contract is financed (see also item 23 below). Participation is also open to international organisations.]

[Other (including 9<sup>th</sup> EDF, which may apply different eligibility rules) : <.....>]

### 11. Number of tenders

No more than one tender can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting a tender). In the event that a natural or legal person submits more than one tender, all tenders in which that person has participated will be excluded.

[if the number of lots is more than one lot: No restrictions may be made in the number of lots a tenderer can be awarded.

The tenderer may submit a tender for one lot only, several lots or all of the lots, but only one tender per lot. Contracts will be awarded lot by lot and each lot will form a separate contract.]

### 12. Grounds for exclusion

As part of the tender, tenderers must submit a signed declaration, included in the tender form, to the effect that they are not in any of the exclusion situations listed in Section 2.3.3. of the Practical Guide.

### 13. Sub-contracting

Subcontracting is allowed.

## PROVISIONAL TIMETABLE

### 14. Provisional commencement date of the contract

< Date >

### 15. Implementation period of the tasks

< To be specified >

## SELECTION AND AWARD CRITERIA

### 16. Selection criteria

The selection criteria should be clear and non-discriminatory and may not go beyond the scope of the contract. The reference period for financial capacity may not go beyond the last 3 years for which accounts have been closed. The reference period for professional and technical capacities may not go beyond the past 5 years from the submission deadline (3 years for economic sectors subject to rapid evolution). Consideration has to be made regarding which proof documents should be requested for the relevant selection criteria. Please remember that the selection criteria are applied to the entity/entities signing the contract and cannot be applied to the experts whose CVs are evaluated in the technical evaluation. Therefore particular attention should be paid when setting specific selection criteria for assessing the technical and professional capacity of natural persons. As a general rule, selection criteria cannot be re-used as award criteria. See section 2.4.11. of the Practical Guide.

If appropriate for the project and subject to the principle of equal treatment separate criteria for natural persons may be published and applied.

The following selection criteria will be applied to the tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole. if not specified otherwise. The selection criteria will not be applied to natural persons and single-member companies when they are sub-contractors.

**1) Economic and financial capacity of the tenderer** (based on item 3 of the tender form). In case of tenderer being a public body, equivalent information should be provided. The reference period which will be taken into account will be the last three years for which accounts have been closed.

The objective of this criterion is to examine whether or not the tenderer (i.e., the consortium as a whole, in the case of a tender from a consortium):

- will not be economically dependent on the Contracting Authority in the event that the contract is awarded to it; and
- has sufficient financial stability to handle the proposed contract.

#### [If same criteria for legal and natural person

##### **Examples of financial criteria for legal and natural persons:**

- the average annual turnover of the tenderer must exceed the annualised maximum budget of the contract i.e., the maximum budget stated in the contract notice divided by the initial contract duration in years, where this exceeds 1 year (minimum annual turnover requested may not exceed 2 times the estimated annual contract value, except in duly justified cases motivated in the tender dossier); and
- [Current ratio (current assets/current liabilities) in the last year for which accounts have been closed must be at least 1. In case of a consortium this criterion must be fulfilled by each member.]

Criteria for legal and natural persons:

1-<reference criterion>

2-<reference criterion>

<etc.>]

#### [If separate criteria for legal and natural person

**Examples of financial reference criteria for legal persons:** see examples of financial criteria for legal and natural persons above

Criteria for legal persons:

1-<reference criterion>

2-<reference criterion>



<etc.>

**Examples of financial criteria for natural persons:**

- the available financial resources of the tenderer must exceed the annualised maximum budget of the contract i.e., the maximum budget stated in the contract notice divided by the initial contract duration in years, where this exceeds 1 year (minimum annual turnover requested may not exceed 2 times the estimated annual contract value, except in duly justified cases motivated in the tender dossier); and
- the financial situation of the tenderer should not be in deficit, taken into account debts, at the beginning and end of year.

Criteria for legal and natural persons:

1-<reference criterion>

2-<reference criterion>

<etc.>]

**2) Professional capacity of the tenderer (based on items 4 of the tender form).**

The reference period which will be taken into account will be the last [five] [three] years from submission deadline.

The objective of this criterion is to examine whether or not the tenderer (i.e., the consortium as a whole, in the case of a tenderer from a consortium):

- has sufficient ongoing staff resources and expertise to be able to handle the proposed contract
- is not a so-called 'body shop', i.e. a tenderer with no real expertise in fields related to the contract but which simply identifies and proposes experts to fit the project description

Note that criterion should not discourage participation to this call for tenders.

**[If same criteria for legal and natural persons**

**Examples of professional criteria for legal and natural persons:**

- has a professional certificate appropriate to this contract, such as <specify>;
- at least <number related to the quantity of expertise required for this contract> staff currently work for the tenderer in fields related to this contract; and

Criteria for legal and natural persons:

1-<reference criterion>

2-<reference criterion>

<etc.>]

**[If separate criteria for legal and natural persons**

**Examples of professional criteria for legal persons:** see examples of professional criteria for legal and natural persons above.

Criteria for legal persons:

1-<reference criterion>

2-<reference criterion>

<etc.>

**Examples of professional criteria for natural persons:**

- has a professional certificate appropriate to this contract, such as <specify>;
- is currently working/has worked during the past 5/3 years < as manager/team-leader etc. > with <number related to the quantity of expertise required for this contract> collaborators in fields related

to this contract.

Criteria for natural persons:

1-<reference criterion>

2-<reference criterion>

<etc.>]

**3) Technical capacity of candidate** (based on items 5 and 6 of the tender form). The reference period which will be taken into account will be the last [five][three] years from submission deadline.

The objective of this criterion is to examine whether or not the tenderer (i.e. the consortium as a whole, in the case of a tender from a consortium) has sufficient expertise and experience to be able to handle the proposed contract.

**[If same criteria for legal and natural persons**

**Example of technical criterion for legal and natural persons:**

- the tenderer has provided services under at least < insert number > contract[s] [each] with a budget of at least that of this contract in <specify fields> which [was] [were] implemented at any moment during the following period: < dates>.

This means that the project the tenderer refers to could have been started or completed at any time during the indicated period but it does not necessarily have to be started and completed during that period, nor implemented during the entire period. Candidates/tenderers are allowed to refer either to projects completed within the reference period (although started earlier) or to projects not yet completed. In the first case the project will be considered in its whole if proper evidence of performance is provided (statement or certificate from the entity which awarded the contract, proof of final payment for services). In case of projects still on-going only the portion satisfactorily completed during the reference period although started earlier will be taken into consideration. This portion will have to be supported by documentary evidence (similarly to projects completed) also detailing its value. If a tenderer has implemented the project in a consortium, the percentage that the tenderer has successfully completed must be clear from the documentary evidence, together with a description of the nature of the services provided if the selection criteria relating to the pertinence of the experience have been used.

Criteria for legal and natural persons:

1-<reference criterion>

2-<reference criterion>

<etc.>]

**[If separate criteria for legal and natural persons**

**Example of technical criterion for legal persons:** see example of technical criterion applicable to both legal and natural persons above.

Criteria for legal persons:

1-<reference criterion>

2-<reference criterion>

<etc.>

**Example of technical criterion for natural persons:**

- the tenderer has worked successfully on at least < insert number > project[s] with a budget of at least that of this contract in fields related to this contract in the past five/three years

Criteria for natural persons:

1-<reference criterion>

2-<reference criterion>

<etc.>]

Previous experience which would have led to breach of contract and termination by a Contracting Authority shall not be used as reference. This is also applicable concerning the previous experience of experts required under a fee-based service contract.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing a commitment on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility - notably that of nationality - and must fulfil the same relevant selection criteria as the economic operator. With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required. With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies, become jointly and severally liable for the performance of the contract.

#### **17. Award criteria**

Best price-quality ratio.

### **TENDERING**

#### **18. Deadline for receipt of tenders**

The deadline for receipt of tenders is specified in point 8 of the Instruction to Tenderers.

#### **19. Tender format and details to be provided**

Tenders must be submitted using the standard tender form for Competitive Negotiated Procedures, the format and instructions of which must be strictly observed. The tender form is available from the following Internet address: <http://ec.europa.eu/europeaid/prag/annexes.do?group=B> , under the zip file called Simplified Tender dossier.

The tender must be accompanied by a declaration of honour on exclusion and selection criteria using the template available from the following Internet address:

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>

Any additional documentation (brochure, letter, etc.) sent with a tender will not be taken into consideration.

#### **20. How tenders may be submitted**

Tenders must be submitted in English exclusively to the Contracting Authority, using the means specified in point 8 of the Instructions to Tenderers.

Tenders submitted by any other means will not be considered.

By submitting a tender tenderers accept to receive notification of the outcome of the procedure by electronic means.

#### **21. Alteration or withdrawal of tenders**

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline.

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with point 8 of the Instructions to Tenderers. The outer envelope (and the relevant inner envelope if used) must be marked 'Alteration' or 'Withdrawal' as appropriate.

#### **22. Operational language**

All written communications for this tender procedure and contract must be in English.

#### **23. Legal basis**

[BUDGET: for calls where the CIR applies: Regulation (EU) N°236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action and <please introduce here the reference of the Regulation or other instrument under which this contract is to be financed (e.g. DCI, ENPI, ENI, Ifs)> - See Annex A2 of the Practical Guide.]

[BUDGET: for calls where the CIR does not apply (e.g. for IPA I),: Regulation or other instrument under which this contract is to be financed - See Annex A2 of the Practical Guide.]

[EDF: Annex IV to the Partnership Agreement between the members of the African, Caribbean and Pacific Group of States of the one part, and the European Community and its Member States, of the other part, signed in Cotonou on 23 June 2000 as amended in Luxembourg on 25 June 2005 and in Ouagadougou on 22 June 2010. Reference is made to Annex IV as revised by Decision 1/2014 of the ACP-EU Council of Ministers of 20 June 2014.]

#### **24. Additional information**

<As appropriate: e.g. opening hours of the contracting authority, the amount of incidental expenditure if this is higher than normal tec.>

**STANDARD ADVERTISEMENT FOR LOCAL PUBLICATION**  
**Site Supervising for WWTP, Georgia**  
**<Publication reference >**



United Water Supply Company of Georgia intends award a service contract for Site Supervising for WWTP, in Tbilisi County, Georgia with financial assistance from the [<Programme> programme of the European Union]/[EDF].

The contract notice is available from <address> and it is also published on the EuropeAid website:

<https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome>.

The deadline for submission of applications is <time and date of deadline - must be at least 30 calendar days after the date of publication of this advertisement>.

*Circulation restricted to the Contracting Authority and to the author of the document to protect the individual and to protect privacy, commercial and industrial secrecy*

## APPLICATION FOR EU/EDF-FUNDED SERVICE CONTRACT

**Contract notice:** < Publication reference >

### Site Supervising for WWTP, Georgia LOT 1

**Please supply one signed** application (for each lot, if the tender procedure is divided into lots), together with **three copies**. For economical and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folder or divider). We also suggest you use double-sided printing wherever possible. Your application must include a signed declaration using the annexed format from each legal entity making the application. **All data included in this application must concern only the legal entity or entities making the application.**

Any additional documentation (brochures, letters etc.) sent with your application will not be taken into consideration. Applications submitted by a **consortium** (i.e. either a permanent, legally-established grouping or a grouping set up informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. If they do, they must prove to the contracting authority that they have the resources needed to perform the contract, for example by producing an undertaking from those entities to place resources at their disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and nationality as the economic operator, as well as the relevant selection criteria. With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required. With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies, become jointly and severally liable for the performance of the contract.

#### 1 SUBMITTED by (i.e. the identity of the Candidate)

	Name(s) of legal entity or entities making this application	Nationality <sup>2</sup>
<b>Leader<sup>3</sup></b>		
<b>Member</b>		
<b>Etc ...</b>		

#### 2 CONTACT PERSON (for this application)

<sup>2</sup> Country in which the legal entity is registered.

<sup>3</sup> Add / delete additional lines for consortium members as appropriate. **Note** that a subcontractor is not considered to be a consortium member for the purposes of this application form. Subsequently, data on subcontractors must not appear in the data related to the economic, financial and professional capacity. If this application is submitted by an individual legal entity, the name of that legal entity should be entered as 'Leader' (and all other lines should be deleted). Any change in the identity of the Leader and/or any consortium members between the deadline for receipt of applications indicated in the Contract notice and the award of the contract is not permitted without the prior written consent of the Contracting Authority.

<b>Name</b>	
<b>Organisation</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>e-mail</b>	

### 3 ECONOMIC AND FINANCIAL CAPACITY<sup>4</sup>

Please complete the following table of financial data<sup>5</sup> based on your annual accounts and your latest projections. If annual accounts are not yet available for the current year or past year, please provide your latest estimates in the columns marked with \*\*. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table). When the current ratio is set as selection criterion, for non-for-profit organisations the ratio has to be calculated without taking into account within the current liabilities the pre-financing received from donors for ongoing projects. Any other clarification or explanation which is judged necessary may also be provided. If the Candidate is a public body, please provide equivalent information.

<b>Financial data</b>	<b>2 years before last year<sup>6</sup> &lt;specify&gt; EUR</b>	<b>Year before last year<sup>5</sup> &lt;specify&gt; EUR</b>	<b>Last year<sup>5</sup> &lt;specify&gt; EUR</b>	<b>Average<sup>7</sup> EUR</b>	<b>[Past-year EUR]**</b>	<b>[Current year EUR]**</b>
Annual turnover <sup>8</sup> , excluding this contract						
Current Assets <sup>9</sup>						
Current Liabilities <sup>10</sup>						
[Current ratio (current assets/current liabilities)]	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable]

<sup>4</sup> Natural persons must prove their capacity in accordance with the selection criteria and by the appropriate means.

<sup>5</sup> If this application is submitted by a consortium, the data in the table must be the sum of the data in the corresponding tables in the declarations provided by the consortium members - see point 7 of this application form. Consolidated data are not requested for financial ratios.

<sup>6</sup> Last year = last accounting year for which the entity's accounts have been closed.

<sup>7</sup> Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

<sup>8</sup> The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

<sup>9</sup> A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

<sup>10</sup> A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

**4 STAFF**

Please provide the following statistics on staff for the current year and the two previous years.<sup>11</sup>

Annual Manpower	Year before past year		Past year		Current year		Period average	
	Overall	Relevant fields <sup>12</sup>	Overall	Relevant fields <sup>12</sup>	Overall	Relevant fields <sup>12</sup>	Overall	Relevant fields <sup>12</sup>
Permanent staff <sup>13</sup>								
Other staff <sup>14</sup>								
Total								
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%	%	%

<sup>11</sup> If this application is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members - see point 7 of this application form.

<sup>12</sup> Manpower in fields related to this contract, corresponding to the specialisations identified in point 5.

<sup>13</sup> Staff directly employed by the candidate on a permanent basis (i.e. under indefinite contracts).

<sup>14</sup> Other staff not directly employed by the candidate on a permanent basis (i.e. under fixed-term contracts).



## 5 AREAS OF SPECIALISATION

Please fill in the table below to indicate any areas of specialist knowledge related to this contract for each legal entity making this application. State the type of area of specialisation as the row heading and use the name of the legal entity as the column headings. Indicate the areas of specialist knowledge each legal entity has by placing a tick (✓) in the box corresponding to the specialisation in which it has significant experience. **Maximum 10 specialisations.**

	Leader	Member 2	Member 3	Etc ...
Relevant specialisation 1				
Relevant specialisation 2				
Etc ... <sup>12</sup>				

## 6 EXPERIENCE

Please fill in the table below to summarise the main projects related to this contract carried out over the past [5] [3 for economic sectors with rapid evolution] years<sup>13</sup> by the legal entity or entities making this application. The number of references to be provided must not exceed 15 for the entire application. Candidates are allowed to refer either to projects completed within the reference period (although started earlier) or to projects not yet completed. In the first case the project will be considered in its whole if proper evidence of performance is provided (statement or certificate from the entity which awarded the contract, proof of final payment). In case of projects still on-going only the portion satisfactorily completed during the reference period (although started earlier) will be taken into consideration. This portion will have to be supported by documentary evidence (similarly to projects completed) also detailing its value.

<sup>12</sup> Add / delete additional lines and/or rows as appropriate. If this application is submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted).

<sup>13</sup> For framework contracts, only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.

Ref no (maximum 15)	Project title							
Name of legal entity	Country	Overall contract value (EUR) <sup>14</sup>	Proportion carried out by legal entity (%) <sup>19</sup>	No of staff provided	Name of client	Origin of funding	Dates (start/end) <sup>15</sup>	Name of consortium members, if any
...	...	...	...	...	...	...	...	...
Detailed description of project						Type and scope of services provided <sup>16</sup>		
...						...		

## 7 DECLARATIONS

As part of their application, each legal entity identified under point 1 of this application, including every consortium member, must submit a signed declaration using the attached format. The declaration may be in original or in copy. If copies are submitted, the originals must be sent to the Contracting Authority upon request.

Moreover, each legal entity identified under point 1 of this application, including every consortium member, and capacity-providing entities (if any) must submit a signed declaration of honour on exclusion and selection criteria (form A14 available at the following link: <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A> ).

## 8 STATEMENT

I, the undersigned, the authorised signatory of the above Candidate (for a consortium, this includes all consortium members), hereby declare that we have examined the contract notice for the restricted tender procedure referred to above. If our application is short-listed, we fully intend to submit a tender to provide the services

<sup>14</sup> The effect of inflation will not be taken into account.

<sup>15</sup> If the reference contract is only partially completed, please quote the percentage and value which has been completed.

<sup>16</sup> When supporting documents are to be issued by contracting authorities after the date of publication of PRAG 2014, please also indicate the function of key experts provided, whether belonging or not to permanent staff, and the number of months each of them worked on the project.

<sup>19</sup> Only the proportion carried out by the legal entity may be used as reference.

\* \* \*

requested in the tender dossier.

We understand that our tender may be excluded if we propose key experts who have been involved in preparing this project or employ them as advisers in the preparation of our tender. We also understand that this may mean exclusion from other tender procedures and contracts funded by the EU/EDF.

We are fully aware that, for a consortium, the composition of the consortium cannot be changed in the course of the tender procedure, unless the Contracting Authority has given its prior approval in writing. We are also aware that the consortium members have joint and several liability towards the Contracting Authority concerning participation in the above tender procedure and any contract awarded to us as a result of it.

We understand that entities upon whose capacity we rely with regard to economic and financial criteria, become jointly and severally liable for the performance of the contract.

Signed on behalf of the Candidate

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

Please provide the following statistics on staff for the current year and the two previous years.<sup>17</sup>

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract <sup>18</sup>	Overall	Total for fields related to this contract <sup>11</sup>	Overall	Total for fields related to this contract <sup>11</sup>
Permanent staff <sup>19</sup>						
Other staff <sup>20</sup>						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

<sup>17</sup> If this application is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members - see point 7 of this application form.

<sup>18</sup> Corresponding to the specialisations identified in point 5 below.

<sup>19</sup> Staff directly employed by the candidate on a permanent basis (i.e., under indefinite contracts).

<sup>20</sup> Other staff not directly employed by the candidate on a permanent basis (i.e., under fixed-term contracts).

**5 AREAS OF SPECIALISATION**

Please fill in the table below to indicate any areas of specialist knowledge related to this contract for each legal entity making this application. State the type of area of specialisation as the row heading and use the name of the legal entity as the column headings. Indicate the areas of specialist knowledge each legal entity has by placing a tick (✓) in the box corresponding to the specialisation in which it has significant experience. **Maximum 10 specialisations.**

	Leader	Member 2	Member 3	Etc ...
Relevant specialisation 1				
Relevant specialisation 2				
Etc ... <sup>21</sup>				

**6 EXPERIENCE**

Please fill in the table below to summarise the main projects related to this contract carried out over the past 3 years<sup>22</sup> by the legal entity or entities making this application. The number of references to be provided must not exceed 15 for the entire application. Candidates are allowed to refer either to projects completed within the reference period (although started earlier) or to projects not yet completed. In the first case the project will be considered in its whole if proper evidence of performance is provided (statement or certificate from the entity which awarded the contract, proof of final payment). In case of projects still on-going only the portion satisfactorily completed during the reference period will be taken into consideration. This portion will have to be supported by documentary evidence (similarly to projects completed) also detailing its value.

<sup>21</sup> Add / delete additional lines and/or rows as appropriate. If this application is submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted).

<sup>22</sup> For framework contracts, only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.

Ref no (maximum 15)	Project title							
Name of legal entity	Country	Overall contract value (EUR) <sup>23</sup>	Proportion carried out by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates (start/end) <sup>24</sup>	Name of consortium members, if any
...	...	...	...	...	...	...	...	...
<b>Detailed description of project</b>						<b>Type and scope of services provided<sup>25</sup></b>		
...						...		

**7 DECLARATION(S)**

As part of their application, each legal entity identified under point 1 of this application, including every consortium member, must submit a signed declaration using the attached format. The declaration may be in original or in copy. If copies are submitted, the originals must be sent to the Contracting Authority upon request.

**8 STATEMENT**

I, the undersigned, the authorised signatory of the above Candidate (for consortiums, this includes all consortium members), hereby declare that we have examined the contract notice for the restricted tender procedure referred to above. If our application is short-listed, we fully intend to submit a tender to provide the services requested in the tender dossier.

We understand that our tender may be excluded if we propose key experts who have been involved in preparing this project or employ them as advisers in the preparation of our tender. We also understand that this may mean exclusion from other tender procedures and contracts funded by the EU/EDF.

We are fully aware that, for consortiums, the composition of the consortium cannot be changed in the course of the tender procedure, unless the Contracting Authority has given its prior approval in writing. We are also aware that the consortium members have joint and several liability towards the Contracting Authority concerning participation in the above tender procedure and any contract awarded to us as a result of it.

Signed on behalf of the Candidate

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

<sup>23</sup> The effect of inflation will not be taken into account.

<sup>24</sup> If the reference contract is only partially completed, please quote the percentage and value which has been completed.

<sup>25</sup> Please also indicate the name/profile of main staff provided, whether belonging or not to permanent staff, and the number of months each of them worked on the project.

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**FORMAT FOR THE DECLARATION REFERRED TO IN POINT 7  
OF THE APPLICATION FORM**

**To be submitted on the headed notepaper of the legal entity concerned**

<Date>

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

**Your ref: < Publication reference >**

Dear Sir/Madam,

In response to your contract notice <Publication reference>, we, < Name(s) of legal entity or entities>, confirm that we intend to submit a tender for the contract for LOT 1\* the above if we are invited to do so.

We hereby declare that we:

- are making this application [on an individual basis]\* [as member of the consortium led by [< name of the leader>] [ourselves]]\* for this contract. We confirm that we are not involved in any other application for the same contract, in any form (as a member, leader, in a consortium or as an individual candidate);
- agree to abide by the ethics clauses in Section 2.4.14. of the Practical Guide, have not been involved in the preparation of the project which is the subject of this tender procedure unless it is proved that the involvement in previous stages of the project does not constitute unfair competition, and have no professional conflicting interests and/or any relation with other candidates or other parties in the tender procedure or behaviour which may distort competition at the time of submission of this application according to Section 2.3.6. of the Practical Guide;
- [have attached a current list of the enterprises in the same group or network as ourselves] [are not part of a group or network]\* and have only included data in the application form concerning the resources and experience of [our legal entity] [our legal entity and the entities for which we attach a written undertaking]\*;
- will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks;
- fully recognise and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.3.3.1. of the Practical Guide or if the declarations or information provided prove to be false they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties representing 2% to 10% of the total estimated value of the contract being awarded and that this information may be published on the Commission website in accordance with the conditions set in Section 2.3.4. of the Practical Guide;
- are aware that, for the purposes of safeguarding the EU's financial interests, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

We also undertake, if required, to provide evidence of our financial and economic standing and our technical and professional capacity according to the selection criteria for this call for tender specified in the contract notice, point 21. The list of documents required is given in Section 2.4.11. of the Practical Guide.

[\* Delete as applicable]

If this declaration is completed by a consortium member:

The following table contains our financial data as included in the consortium’s application form. These data are based on our annual audited accounts and our latest projections. Estimated figures (i.e., those not included in annual audited accounts) are given in the columns marked with \*\*. Figures in all columns are calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). When the current ratio is set as selection criterion, for non-for-profit organisations the ratio has to be calculated without taking into account within the current liabilities the pre-financing received from donors for ongoing projects. Any clarification or explanation which is judged necessary may also be provided.

<b>Financial data</b>	<b>2 years before last<sup>5</sup></b> <specify> <b>EUR</b>	<b>Year before last year<sup>5</sup></b> <specify> <b>EUR</b>	<b>Last year<sup>5</sup></b> <specify> <b>EUR</b>	<b>Average<sup>6</sup></b> <b>EUR</b>	<b>[Past year EUR]**</b>	<b>[Current year EUR]**</b>
Annual turnover <sup>7</sup> , excluding this contract						
Current Assets <sup>8</sup>						
Current Liabilities <sup>9</sup>						
[Current ratio (current assets/current liabilities)]	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable]

The following table contains statistics on our staff, as included in the consortium’s application form:

<b>Average manpower</b>	<b>Year before past year</b>		<b>Past year</b>		<b>Current year</b>		<b>Period average</b>	
	<b>Overall</b>	<b>Relevant fields<sup>11</sup></b>	<b>Overall</b>	<b>Relevant fields<sup>11</sup></b>	<b>Overall</b>	<b>Relevant fields<sup>11</sup></b>	<b>Overall</b>	<b>Relevant fields<sup>11</sup></b>
Permanent staff <sup>12</sup>								
Other staff <sup>13</sup>								

Yours faithfully,  
 <Signature of authorised representative>  
 Name and position of authorised representative



**LONG LIST**

<b>Contract title:</b>	Site Supervising for WWTP, Georgia	<b>Lot no:</b>	1	<b>Publication reference:</b>	
------------------------	------------------------------------	----------------	---	-------------------------------	--

Application No	Leader Name (Nationality)	Other members of the consortium, if any Name (Nationality)	When received? <sup>26</sup>	Within deadline? (Y/N)	Standard application form duly completed and only 1 application submitted per candidate (Y/N)	Eligible nationality? (Y/N)	Declarations? (Y/N)	Economic & financial capacity? (OK/a/b/...) <sup>27</sup>	Professional capacity? (OK/a/b/...) <sup>2</sup>	Technical capacity? (OK/a/b/...) <sup>2</sup>	Shortlisted on Experience Ref No:	Justification	Eliminated/Retained after re-examination <sup>28</sup>	Short-listed? (Y/N)
1														
2														
3														
4														
5														
6														
7														

<sup>26</sup> Time to be recorded only for tenders received on the last date for submissions.

<sup>27</sup> Enter 'OK' if all criteria have been satisfied, otherwise enter 'a', 'b', 'c', etc. to record any criteria which have not been satisfied.

<sup>28</sup> To be used only in case there are more than 8 candidates which satisfy the selection criteria, when the comparative criteria are applied to reduce the number of candidates to 8.

Application No	Leader Name (Nationality)	Other members of the consortium, if any Name (Nationality)	When received? <sup>26</sup>	Within deadline? (Y/N)	Standard application form duly completed and only 1 application submitted per candidate (Y/N)	Eligible nationality? (Y/N)	Declarations? (Y/N)	Economic & financial capacity? (OK/a/b/...) <sup>27</sup>	Professional capacity? (OK/a/b/...) <sup>2</sup>	Technical capacity? (OK/a/b/...) <sup>2</sup>	Shortlisted on Experience Ref No:	Justification	Eliminated/Retained after re-examination <sup>28</sup>	Short-listed? (Y/N)
8														
9														
10														
11														
12														
13														
14														

<b>Chairperson's name</b>	
<b>Chairperson's signature</b>	
<b>Date</b>	

< Letterhead of Contracting Authority >

## SHORTLIST REPORT

PUBLICATION REF: \_\_\_\_\_

Site Supervising for WWTP, Georgia  
LOT 1: Site Supervising

Maximum budget: [EUR] [<ISO code of national currency> only for indirect management]  
<amount

**Contents:** Timetable  
Observers  
Evaluation  
Conclusion  
Signatures

**Annexes:** Long list  
[Clarification correspondence with candidates]  
Declarations of Impartiality and Confidentiality  
Draft Shortlist notice

### 1. TIMETABLE

	DATE	TIME	VENUE
Deadline for submission of applications			
Shortlist meeting			

### 2. OBSERVERES

Name	Representing

### 3. EVALUATION

< Number > applications were received.

The Evaluation Committee identified all applications which were received before the deadline, were administratively compliant, were from natural or legal persons with eligible nationalities and included declarations from the leader and all consortium members (if any), as recorded in the attached Long list. All members of the Evaluation Committee and any observers signed Declarations of Impartiality and Confidentiality, which are attached to this report.

The Evaluation Committee then applied the following selection criteria to these applications, as specified in the contract notice:

Economic and financial standing:  
 Professional capacity:

Technical capacity:

The results of this examination and the name of Candidates who were rejected because they did not meet the selection criteria or did not comply with the requirements for submission are shown in the attached Long list.

[If clarifications were requested for the applications from any candidates:

With the agreement of the other Evaluation Committee members, the Chairperson wrote to the following candidates whose applications required clarification, offering them the possibility to respond by fax or by email within a reasonable time-limit fixed by the Evaluation Committee (all correspondence is attached in the Annex indicated). The table also shows the name of Candidates who were rejected following the exchange of correspondence:

<b>Application number</b>	<b>Name of Candidate</b>	<b>Annex number of exchange of correspondence</b>	<b>Reason for rejection (if applicable)</b>
			[The Candidate is in an exclusion situation]
			[The Candidate has misrepresented or failed to supply the information required as a condition for participation]
			[The Candidate was previously involved in the preparation of procurement documents, this entailing a distortion of competition which cannot be remedied otherwise.]
			<other reason, if any>

[If the number of eligible applications meeting the selection criteria is less than 4:

There were less than four eligible applications which satisfied all the selection criteria. The Contracting Authority has verified that all of the following issues were satisfactory:

- Sufficient time has been given for the publication.

- The scope of service is in line with the budget.
- The selection criteria used were clear and non-discriminatory and not beyond the scope of the contract.]

[If the number of eligible applications meeting the selection criteria is more than 8:

There were more than eight eligible applications which satisfied all the selection criteria. Consequently, the relative strengths and weaknesses of these Candidates were re-examined to identify the eight best applications for the tender procedure. The following Candidates were not short-listed as a result of this re-examination:

<b>Application Number</b>	<b>Name of Candidate</b>	<b>Reason for not being included on the final shortlist</b>

This resulted in a final shortlist of < Number > candidates.]

#### 4. CONCLUSION

##### Short-listed candidates

<b>Application Number</b>	<b>Name of short-listed Candidate</b>	<b>Reason for being included in the final shortlist</b>	<b>Contact details</b>

The Evaluation Committee has ensured that there is no detection of the proposed shortlisted candidates (i.e leaders + members in their consortia) in the Early Detection and Exclusion System.

[In indirect management if the contracting authority has no access to the Early Detection and Exclusion System this has to be verified with the representative of the European Commission]. We therefore commend to you the draft Shortlist notice in annex for publication on the EuropeAid website in connection with this tender procedure.

#### 5. SIGNATURES

	<b>Name</b>	<b>Signature</b>
<b>Chairperson</b>		
<b>Secretary</b>		
<b>Evaluators</b>		

**Approved by the Contracting Authority:**

**Name & Signature:**

**Date:**

[Approved by the European Commission (only in the case of ex-ante control by the European Commission)]

**Name:**

**Title:**

**Signature:**

**Date:]**

Document to be completed by the Contracting Authority and made public at the same time as the invitations to tender are sent to short-listed candidates.

**SERVICE CONTRACT SHORTLIST NOTICE**  
**Site Supervising for WWTP, Georgia**  
**Location: Tbilisi County**

1. **Publication reference**  
< Publication reference >
2. **Publication date of the contract notice**  
< Date >
3. **Lot number and lot title**  
LOT 1 - Site Supervising for WWTP
4. **Procedure**  
Restricted
5. **Number of applications received**  
< Number >

**Names of short-listed Candidates**

< Alphabetical, numbered list with the leader shown in bold type in the case of a consortium. Other members of the consortium should be listed below the leader. >

Notice: Any tenders received from tenderers comprising legal entities other than those mentioned in the short-listed application forms will be excluded from this restricted tender procedure. Short-listed candidates may not form alliances or subcontract to each other for the contract in question.

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< Letterhead of Contracting Authority >

## LETTER TO NO-SHORTLISTED CANDIDATES

< Date >  
< Leader >  
< Address >

Our ref: < Publication reference > / < Letter number >  
Dear Sir / Madam

### Site Supervising for WWTP, Georgia LOT 1 - Site Supervising

Thank you for your recent application to participate in the above contract. I regret to inform you that your application has not been short-listed to prepare a detailed tender for this contract for following reason(s):

[Delete rows not applicable]

- your application did not arrive before the deadline
- your application did not follow the standard application format and/or the instructions contained in it
- your application included a legal entity whose nationality is not that of one of the eligible countries identified in point 11 of the contract notice
- your application was not considered to satisfy the economic and financial standing criterion (in particular, < Criterion 1a/1b/... >)
- your application was not considered to satisfy the professional capacity criterion (in particular, <Criterion 2a/2b/... >)
- your application was not considered to satisfy the technical capacity criterion (in particular, <Criterion 3a/3b/... >)
- <other reason, to be specified, e.g. your application was considered to give rise to a conflict of interests due to your previous involvement in the project>

For your information, we received <number of applications> applications in response to the contract notice of which <shortlist number> were short-listed. The shortlist is published on the Internet site (<https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome>).

We draw your attention to the legal remedies available to you to contest this decision, explained in section 2.4.15 of the Practical Guide.

Although we have not been able to pursue your candidature further on this occasion, I trust that you will continue to take an active interest in [EU] [EDF]-funded initiatives.

Yours faithfully,  
< Name >



## INVITATION TO TENDER

< Letterhead of Contracting Authority >

< Date >

<Name & address of the entity >

**Our ref: < reference > / [< Lot number> if the tender procedure is divided into lots]**

Dear <Contact name>,

**INVITATION TO TENDER FOR SITE SUPERVISING for WWTP, Georgia [LOT NUMBER < number >]**

I am pleased to inform you that [your firm] [the consortium led by you] is invited to take part in the competitive negotiated procedure for the above contract. The complete tender dossier is attached to this letter. It includes:

**A. Instructions to tenderers and contract notice**

**B. Draft Contract Agreement and Special Conditions with annexes:**

- I. General Conditions for service contracts
- II. Terms of Reference
- III. Organisation and Methodology (to be submitted by the tenderer using the template provided)
- IV. [Key experts (including templates for the summary list of key experts and their CVs)  
(For contracts requiring key experts)]
- V. Budget (to be submitted by the tenderer as the Financial offer using the template provided)
- VI. Forms and other supporting documents
- VII. [Expenditure verification: Terms of Reference and Report of Factual Findings  
(please delete for global price contracts)]

**C. Other information:**

- I. List of entities invited to submit a tender
- II. Administrative compliance grid
- III. Evaluation grid

**D. Tender submission form and declaration of honour on exclusion and selection criteria**

For full details of the tendering procedures, please see the **Practical Guide and its annexes**, which may be downloaded from the following website: <http://ec.europa.eu/europeaid/prag/document.do>

We look forward to receiving your tender before the deadline set in point 8 of the Instructions to Tenderers. Please send it to the address and with the requirements given in point 8. By submitting a tender you accept to receive notification of the outcome of the procedure by electronic means. If you decide not to submit a tender, we would be grateful if you could inform us in writing, indicating the reasons for your decision.

Yours sincerely

< Name >

Document to be completed by the Contracting Authority and sent together with the invitations to tenderers to the entities invited to submit a tender

## **LIST OF ENTITIES INVITED TO SUBMIT A TENDER**

**Site Supervising for WWTP, Georgia**  
**Location: Tbilisi County**

< Alphabetical, numbered list with the leader shown in bold type in the case of a consortium >

## INSTRUCTIONS TO TENDERERS

**REFERENCE:** < \_\_\_\_\_ >

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

These instructions set out the rules for submitting, selecting and implementing contracts financed under this call for tenders, in conformity with the Practical Guide, (available on the internet at this address: <http://ec.europa.eu/europeaid/prag/document.do> ).

**How to complete these standard instructions to tenderers. Please insert information between the <> brackets as indicated for each tender procedure. Square brackets [ ] and parts shaded in grey indicate options to choose: they should be deleted when applicable, but should not be modified. All other parts of these standard instructions must be left unchanged.**

In the final version of the instructions to tenderers, please remember to delete this paragraph, any other text with yellow highlighting and to suppress grey brackets when applicable.

### 1. Services to be provided

The services required by the Contracting Authority are described in the Terms of Reference. They are set out in Annex II to the draft contract, which forms Part B of this tender dossier.

### 2. Timetable

	DATE	TIME*
<b>Deadline for requesting clarification from the Contracting Authority</b>	< Date 21 days before deadline for tenders >	< Time >
<b>Last date for the Contracting Authority to issue clarification</b>	< Date 11 days before deadline for tenders >	-
<b>Deadline for submitting tenders</b>	< Date >	< Time >
<b>Interviews (if any)</b>	[< Date >] [Not applicable] <sup>3</sup>	-
<b>Completion date for evaluating technical offers</b>	< Date > <sup>3</sup>	-
<b>Notification of award</b>	< Date at most 90 days after deadline for tenders > <sup>3</sup>	-

<b>Contract signature</b>	< Date at most 150 days after deadline for tenders > <sup>3</sup>	-
<b>Start date</b>	< Date > <sup>3</sup>	-

\* All times are in the time zone of the country of the Contracting Authority

<sup>3</sup> Provisional date

### 3. Participation, experts and subcontracting

- a) Participation in this tender procedure is open only to the invited tenderers. For the eligibility, please see point 10 of the contract notice.
- b) Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Section 2.3.3.1. or 2.3.3.2. of the Practical Guide. Should they do so, their tender will be considered unsuitable or irregular respectively.
- c) In the cases listed in Section 2.3.3.1. of the Practical Guide tenderers may be excluded from EU financed procedures and be subject to financial penalties representing 2% to 10% of the total value of the contract in accordance with the conditions set in Section 2.3.4. of the Practical Guide. This information may be published on the Commission website in accordance with the conditions set in Section 2.3.4. of the Practical Guide.
- d) The contract between the tenderer/contractor and its experts shall contain a provision that it is subject to the approval of the partner country. It is furthermore recommended that this contract contains a dispute resolution clause.
- e) The tenderer must intend to provide the majority of the services itself except for the tasks entrusted to experts either as natural persons or single-member companies. If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated in the Organisation and Methodology and the Tender submission form. [The Contracting Authority requires that the following critical tasks be performed directly by the tenderer itself, or where the tender is submitted by a joint venture/consortium, by one of its participating members: <to be defined>.]
- f) All subcontractors must be eligible for the contract.
- g) Subcontractors cannot be in any of the exclusion situations listed in Section 2.3.3 of the Practical Guide.
- h) If the offer includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution.
- i) [EDF only: In the selection of subcontractors and/or other independent contractors, preference shall be given to natural persons, companies or firms of ACP States capable of providing the services required on similar terms.]

### 4. Content of tenders

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.

Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure. For the purposes of interpreting the tender, the language of the procedure has precedence.

The tender must comprise of a Technical offer and a Financial offer, which must be submitted in separate envelopes (see Clause 8.). Each Technical offer and Financial offer must contain one original, clearly marked '**Original**', and <number (for environmental reasons, request as few copies as possible, double sided printing, degradable material for folders, presentations, etc.)> copies, each marked '**Copy**'. Failure to fulfil the requirements in Clause 4.1, Clause 4.2 and Clause 8 will constitute an irregularity and may result in rejection of the tender.

#### 4.1. Technical offer

The Technical offer must include the following documents:

(1) **Tender submission form** (see Part D of this tender dossier) including:

- a) [Optional for global-price contracts Signed statements of exclusivity and availability (using the template included with the tender submission form), one for each key expert, the purpose of which are as follows:
  - ❑ The key experts proposed in this tender must not be part of any other tender submitted for this tender procedure. They must therefore commit themselves exclusively to the tenderer.
  - ❑ Each key expert must also undertake to be available, able and willing to work for the whole period scheduled for his/her input to implement the tasks set out in the Terms of Reference and/or in the Organisation and methodology.

Note that non-key experts must not be asked to sign statements of exclusivity and availability.

Any expert working on an EU/EDF-financed project, where the input from his/her position to that contract could be required on the same dates as his/her activities under this contract, must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates included by a key expert in his/her statement of exclusivity and availability in your tender must not overlap with dates on which he/she is committed to work as a key expert on any other contract.

The expert may participate in parallel tender procedures but must inform the Contracting Authority of these in the Statement of Exclusivity and Availability. Furthermore, the expert is expected to notify the tenderer immediately if he/she is successful in another tender procedure and he/she is expected to accept the first engagement offered to him/her chronologically.

If a key expert is proposed as a key expert by more than one tenderer with the agreement of the key expert, the corresponding tenders may be rejected. The same applies if the key expert proposed has been involved in the preparation of the project. The expert concerned will be excluded from this tender procedure and may also be excluded from other EU/EDF-financed contracts.

Having selected a firm partly on the basis of an evaluation of the key experts presented in the tender, the Contracting Authority expects the contract to be executed by these specific experts. However, after the award letter, the selected tenderer may propose replacements for the key experts under certain conditions (for further information see point 14).]

- b) A signed **declaration** together with a signed "Declaration of honour on exclusion criteria and selection criteria" from each legal entity identified in the tender submission form, using the format attached to the tender submission form.

- c) A completed **Financial Identification form** (see Annex VI to the draft contract) to indicate the bank account into which payments should be made if the tender is successful. (If the tenderer has already signed another contract with the European Commission, it may provide instead either its financial identification form number or a copy of the financial identification form provided on that occasion, unless it has changed in the meantime).
- d) The **legal entity file** and supporting documents (if the tenderer has already signed another contract with the European Commission, it may provide instead either its legal entity number or a copy of the legal entity file provided on that occasion, unless it has changed its legal status in the meantime).
- e) Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- (2) **Organisation and methodology** (will become Annex III to the contract), to be drawn up by the tenderer using the format in Annex III to the draft contract.

[For fee-based contracts: The 'Estimated number of working days' worksheet (in the budget breakdown spread sheet for Annex V) must be included in the Organisation and methodology.]

- (3) [Optional for global-price contracts **Key experts** (to become Annex IV to the contract). The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives.] [For fee-based contracts only: Their positions and responsibilities are defined in Section 6.1.1 of the Terms of Reference in Annex II to the draft contract and they are subject to evaluation according to the evaluation grid in Part C of this tender dossier.] [The Evaluation Committee may also call them for interview.]

[Optional for global-price contracts Annex IV to the draft contract contains the templates that tenderers must use, including:

- a) a list of the names of the key experts;
- b) the CVs of each of the key experts. Each CV should be no longer than 3 pages and only one CV must be provided for each position identified in the Terms of Reference. Note that the CVs of non-key experts must not be submitted.

The qualifications and experience of each key expert must clearly match the profiles indicated in the Terms of Reference. If an expert does not meet the minimum requirements for each evaluation criterion (i.e. qualification and skills, general professional experience and specific professional experience), he/she must be rejected. In such case the entire tender shall be rejected.

Tenderers must provide the following documents for any key experts proposed:

- a copy of the diplomas mentioned in their CVs,
- a copy of employer certificates or references proving the professional experience indicated in their CVs.

Only diplomas and documented experience will be taken into account. Previous experience which would have led to breach of contract and termination shall not be used as reference.]

- (4) Non key experts may also be instrumental to achieve the contract objectives. However, they are not subject to evaluation by the evaluation Committee. Their positions and responsibilities may be defined in Section 6.1.2 of the Terms of Reference in Annex II to the draft contract.
- (5) Documentary proof or statements required under the law of the country in which the company (or

each of the companies for consortia) is effectively established, to show that it is not in any of the exclusion situations listed in section 2.3.3 of the Practical Guide. This evidence, documents or statements must be dated, no more than one year before the date of submission of the tender. In addition, a statement must be furnished stating that the situations described in these documents have not changed since then.

If the nature of your entity is such that it cannot fall into the exclusion situations and/or cannot provide the documents indicated above (for instance, national public administrations and international organisations), please provide a declaration explaining this situation.

The Contracting Authority may waive the obligation of any candidate or tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the candidate or tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

- (6) [Option 1: Documentary evidence of the financial and economic capacity and/or of the technical and professional capacity according to the selection criteria specified in point 16 of the contract notice. (See further point 2.4.11 of the Practical Guide).]

[Option 2 - The Contracting Authority may, depending on its assessment of the risks, decide not to require the documentary proof of the selection criteria, but in that case no pre-financing will be granted: No documentary evidence of the selection criteria in point 16 of the contract notice shall be submitted but no pre-financing will be granted.]

If the documentary evidence submitted is not written in one of the official languages of the European Union, a translation into the language of the procedure must be attached. Where the documents are in an official language of the European Union other than the one of the procedure, it is however strongly recommended to provide a translation into the language of the procedure, in order to facilitate the evaluation of the documents. Documentary proof or statements may be in original or copy. If copies are submitted, the originals must be available to send to the Contracting Authority upon request.

Tenderers are reminded that the provision of false information in this tender procedure may lead to the rejection of their tender and to their exclusion from EU-funded procedures and contracts.

[Optional: The electronic version of the technical offer must be included with the printed version in the separate envelope in which the technical offer is submitted. If there are any discrepancies between the electronic version and the original, printed version, the latter has precedence.]

## **4.2. Financial offer**

[For global price contracts:

The Financial offer must be presented as an amount in [Euro] [<ISO code of national currency> only for indirect management in the following cases: (i) when legal or local constraints exceptionally impose using the national currency; (ii) when needed, for contracts within the imprest component of a programme estimate]<sup>29</sup> and must be submitted using the template for the global-price version of Annex V to part B of this tender dossier. The electronic version of this document 'B8 - Budget for a global-price contract' can be found on the website

<http://ec.europa.eu/europeaid/prag/document.do>.

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<sup>29</sup> The currency of the tender is the currency of the contract and the currency of payment.

The global price may be broken down by outputs if required from the Terms of Reference.]

[For fee-based contracts:

The Financial offer must be presented in [Euro] [<ISO code of national currency> only for indirect management in the following cases: (i) when legal or local constraints exceptionally impose using the national currency; (ii) when needed, for contracts within the imprest component of a programme estimate]<sup>1</sup> and must include the following documents (using the templates included in the fee-based version of Annex V to part B of this tender dossier. The electronic version of this document ‘B8 - Budget breakdown for a fee-based contract’ can be found on the website

<http://ec.europa.eu/europeaid/prag/document.do>):

- Budget breakdown
- Working days

**To complete the spread sheet:**

- 1) Enter the fee rates for each category of expert in the first worksheet (‘Budget breakdown’)
- 2) Enter the estimated numbers of working days for each category of expert during the period of implementation of the tasks in the second worksheet (‘Working days’)
- 3) Enter the lump sums proposed for items required in Section 6.6 of the Terms of Reference in the first worksheet (‘Budget breakdown’), if any
- 4) Enter the provision for incidental expenditure given in Section 6.5 of the Terms of Reference in the first worksheet (‘Budget breakdown’)
- 5) Enter the provision for expenditure verification given in Section 6.7 of the Terms of Reference in the first worksheet (‘Budget breakdown’).

The estimated budget for incidental expenditure and expenditure verification are to be pre-filled in the template budget breakdown in the tender dossier.

[Optional: The electronic version of the financial offer must be included with the printed version in the separate envelope in which the financial offer is submitted. If there are any discrepancies between the electronic version and the original, printed version, the latter will have precedence. Note that a schedule based on the ‘Estimated number of working days’ worksheet within this spread sheet must be included as part of the Organisation and Methodology in the technical offer.]

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is [EUR] [<ISO code of national currency> only for indirect management in the following cases: (i) when legal or local constraints exceptionally impose using the national currency; (ii) when needed, for contracts within the imprest component of a programme estimate] <amount>. Payments under this contract will be made in the currency of the tender.

The applicable tax and customs arrangements are as follows:

Exemption of taxes

[The European Commission and <name of the partner country or countries > have agreed in < insert reference to the concerned Financing Agreement or Framework Agreement > to < [partially] [fully] exonerate the following taxes < detail type(s) of tax >. More specific information such as details of the competent authority of the partner country(ies), a reference to exemption procedures prescribed by the national legislation in force (for example, the required formalities, the scheme for ex-ante exemption or ex-post reimbursement, etc.) may be added].



[OR]

[There is no agreement between the European Commission and <name of the partner country> by which taxes are partially or fully exonerated.]

[For fee-based contracts:

Incidental expenditure

Incidental expenditure incurred by the Contractor and, if applicable, approved by the Contracting Authority shall be reimbursed in full.]

[EDF: General provisions regarding tax and customs arrangements are attached to the tender dossier.]

**5. Variant solutions**

Tenderers are not authorised to tender for a variant in addition to this tender.

**6. Period during which tenders are binding**

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award.

The selected tenderer must maintain its tender for a further 60 days. A further period of 60 days is added to the validity period irrespective of the date of notification. This period can be further extended when the contracting authority is required to obtain the recommendation of the panel referred to in section 2.3.3.1 of the Practical Guide, up to the adoption of that recommendation.

**7. Additional information before the deadline for submitting tenders**

The tender dossier should be clear enough to avoid candidates having to request additional information during the procedure. If the Contracting Authority, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier, it must send such information in writing to all the tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

**<Contact name  
Address  
Fax No  
E-mail>**

**The Contracting Authority has no obligation to provide clarification after this date.**

Any tenderer seeking to arrange individual meetings with the Contracting Authority and/or the government of the partner country and/or the European Commission concerning this contract during the tender period may be excluded from the tender procedure.

**No information meeting or site visit is foreseen.**

**8. Submission of tenders**

Tenders must be delivered to the Contracting Authority for **receipt** before < date & time of deadline, at least 30 days after the date of the invitation letter and at the close of business of a working day >. They must include the requested documents in clause 4 above and be sent:

- **EITHER** by recorded delivery (official postal service) to:

[for indirect management  
<Address of Contracting Authority>]

[for direct management  
<Address of European Commission>]

In this case, the delivery record makes proof of compliance with the time-limit for receipt.

- **OR** hand delivered (including courier services) directly to the Contracting Authority against a signed and dated receipt to:

[for indirect management  
<Address of Contracting Authority including opening hours >]

[for direct management  
<Address of European Commission including opening hours >]

In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.

**Tenders submitted by any other means will not be considered.** Tenders must be submitted using the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words ‘**Envelope A - Technical offer**’ and the other ‘**Envelope B - Financial offer**’. All parts of the tender other than the financial offer must be submitted in Envelope A (i.e., including the Tender submission form, statements of exclusivity and availability of the key experts and declarations).

**Any infringement of these rules (e.g., unsealed envelopes or references to price in the technical offer) constitutes an irregularity which will lead to rejection of the tender.**

The outer envelope should provide the following information:

- a) the address for submitting tenders indicated above;
- b) the reference code of the tender procedure (i.e. <publication reference>);
- c) the words ‘Not to be opened before the tender-opening session’ and <equivalent phrase in local language>;
- d) the name of the tenderer.

The pages of the Technical and Financial offers must be numbered.

## **9. Amending or withdrawing tenders**

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with Clause 21. The outer envelope (and the relevant inner envelope) must be marked ‘Amendment’ or ‘Withdrawal’ as appropriate.

## **10. Costs for preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts.

## **11. Ownership of tenders**

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

## **12. Evaluation of tenders**

### **12.1. Evaluation of technical offers**

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the evaluation grid in Part C of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the Terms of Reference.

**The evaluation of the technical offers will follow the procedures set out in Section 3.3.10 of the Practical Guide (available on the internet at <http://ec.europa.eu/europeaid/prag/document.do>).**

#### **12.1.1. Interviews**

Interviews should generally be standard practice whenever the key-expert proposed has no relevant experience on EU projects, as evidenced by the CV. In other cases, verification/checks within the Commission are more appropriate (direct management). Interviews must be well prepared. The interviews shall be included in the tender dossier. Please note that interviews shall not be conducted for possible key experts in a global price contract.

##### **[Alternative 1 - Telephone interview (or equivalent):**

The Evaluation Committee may interview the key experts proposed in the technically compliant tenders, after having written provisional conclusions but before concluding the technical evaluation.

The interview shall be conducted by telephone and the date and time of these interviews will be confirmed or notified to the tenderer at least ten days in advance. If a tenderer is unable to participate in an interview by force majeure, a mutually convenient alternative date and time is arranged with the tenderer. If the tenderer is unable to participate in this second scheduled time, its tender will be eliminated from the evaluation process.]

##### **[Alternative 2 - No interviews:**

No interviews are foreseen. ]

### **12.2. Evaluation of financial offers**

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders that were not eliminated during the technical evaluation will be opened (i.e. those with an average score of 75 points or more). Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

[For fee-based contracts:

The provision for incidental expenditure and the provision for expenditure verification stated in the Terms of Reference and to be included in the budget breakdown will not be taken into account in the comparison of the financial offers.

Any arithmetical errors are corrected without penalty to the tenderer such that, if there is a discrepancy between a fee rate and the total amount derived from multiplying the fee rate by the corresponding number of working days, the fee rate as quoted must prevail, unless the opinion of the Evaluation Committee contains an obvious error in the fee rate, in which event the total amount as quoted must prevail and the fee rate must be corrected.]

### **12.3. Choice of selected tenderer**

The best price-quality ratio is established by weighing technical quality against price on an 80/20 basis.

[EDF only: Where tenders of equivalent economic and technical quality are compared, preference shall be given to the widest participation of ACP States. See section 2.4.10 of the Practical Guide.]

### **12.4. Confidentiality**

The entire evaluation procedure is confidential, subject to the Contracting Authority's legislation on access to documents. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than the Contracting Authority, the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

### **13. Ethics clauses / Corruptive practices**

- a) Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.
- b) The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project.
- c) The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the Contracting Authority.
- d) Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

- e) The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

## **14. Signature of contract(s)**

### **14.1. Notification of award**

The successful tenderer will be informed in writing that its tender has been accepted.

[For fee-based contract and for global price with key experts:

The successful tenderer shall then confirm availability or unavailability of their key-experts within 5 days from the date of the notification of award.

In case of unavailability the tenderer will be allowed to propose replacement key-expert(s). The successful tenderer shall give due justification for the exchange of key-expert but the acceptance will not be limited to specific cases. Several replacement key-experts may be proposed but only one time-period of 15 days from the date of the notification of award will be offered. The replacement key-expert(s) cannot be an expert proposed by another tenderer in the same call for tender.

The replacement key-expert's total score must be at least as high as the scores of the key-expert proposed in the tender. It must be emphasised that the minimum requirements for each evaluation criteria must be met by the replacement expert.

If replacement key-experts are not proposed within the 15 days delay or if the replacement experts are not sufficiently qualified, or that the proposal of the replacement key-expert amends the award conditions which took place, the Contracting Authority may decide to award the contract to the second best technically compliant tenderer (also giving them a chance to replace a key-expert should he/she not be available).

Should the Contracting Authority learn that a tenderer has confirmed the availability of a key expert and signed the contract although the tenderer has deliberately concealed the fact that the key-expert is unavailable from the date specified in the tender dossier for the start of the assignment, the Contracting Authority may decide to terminate the contract on the basis of article 36.2 (m) of the General Conditions.

It is reminded that the tenderer/contractor may also be subject to administrative and financial penalties foreseen in section 2.3.4 of the PRAG and article 10.2 of the General Conditions of service contracts. Furthermore it may lead to a tenderer's /contractor's exclusion from other contracts funded by the European Union.

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### **14.2. Signature of the contract(s)**

Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not retained, by electronic means or standard letter, including an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the unsuccessful tender. The second best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer. The validity of the offer of the second best tenderer will be kept. The second tenderer may refuse the award of the contract if, when receiving a notification of award,

the 90 days of validity of their tender has expired.

The Contracting Authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers and the consequence of these letters will be that the validity of their offers must not be retained.

### **15. Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, the Contracting Authority will notify tenderers of the cancellation. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur, for example, where:

- the tender procedure has been unsuccessful, i.e., no suitable, qualitatively or financially acceptable tender has been received or there is no valid response at all;
- there are fundamental changes to the economic or technical data of the project;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been substantial errors, irregularities or frauds in the procedure, in particular if they have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.

### **16. Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See section 2.4.15 of the Practical Guide.

Point 17 to be included only in Direct Management.

### **[17. Data Protection**

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as names, addresses and CVs), it will be processed<sup>30</sup> solely for the purposes of the performance management and monitoring of the tender and of the contract by the data controller without prejudice to

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<sup>30</sup> Pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

possible transmission to the bodies charge with monitoring or inspection tasks in application of Union law. Details concerning processing of your personal data are available on the privacy statement at

<http://ec.europa.eu/europeaid/prag/annexes.do?group=A> <sup>31]</sup>

[For DG DEVCO The Controller of call for tenders is the Head of Unit R3 <sup>32]</sup>

[For any other DG The Controller of your call for tender is <please add the name of your Controller>.]

Point 18 to be included only in Direct Management.

### **[18. Early Detection and Exclusion System**

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the Early Detection and Exclusion System,, and communicated to the persons and entities concerned in relation to the award or the execution of a procurement contract.]

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<sup>31</sup>This link will lead you to the new "EuropeAid privacy statement" published among the Practical Guide General Annexes (see Annexe A13).

<sup>32</sup>The data controller may be the unit or directorate in charge of the contract, or the entity declared to the Data Protection Officer as data controller for all procurements in a given DG.

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## DRAFT CONTRACT

### SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N<sup>o</sup> <Contract number>

#### FINANCED FROM THE [EU GENERAL BUDGET] [EDF]

[For direct management: European Union, represented by the European Commission, B-1049 Brussels, Belgium, on behalf of and for the account of the government of <name of the partner country>]

OR

[For indirect management: <Name and address of the Contracting Authority>]

(‘the Contracting Authority’),

of the one part,

and

<Full official name of the Contractor>

[<Legal status/title>]<sup>33</sup>

[<Official registration number>]<sup>34</sup>

<Full official address>

[<VAT number>],<sup>35</sup>

(‘the Contractor’)

of the other part,

have agreed as follows:

**PROJECT** <Title and reference in the Financing Agreement/Decision>

**CONTRACT TITLE: Site Supervising for WWTP, Georgia**

**Identification number** <Publication reference>

#### (1) Subject

1.1 The subject of this Contract is Site Supervising done [at] [in] Tbilisi County with identification number <reference> (‘the services’).

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<sup>33</sup> Where the contracting party is an individual.

<sup>34</sup> Where applicable. For individuals, mention their ID card, passport or equivalent document number.

<sup>35</sup> Except where the contracting party is not VAT registered.



1.2 The contractor shall execute the tasks assigned to him in accordance with the Terms of Reference annexed to the Contract (Annex II).

**(2) Contract value**

[Option 1: Fee-based contracts (technical assistance contracts)

This Contract, established in [Euro] [<national currency> only for indirect management], is a fee-based contract. Based on the maximum fees, [lump sum], incidental expenditure and provision made for expenditure verification set out in Annex V, the maximum contract value is [EUR] [<ISO code of national currency> only for indirect management] <amount>.]

[Option 2: Global price contracts (studies and other result-based contracts)

This Contract, established in [Euro] [<national currency> only for indirect management], is a global price contract. The contract value is [EUR] [<ISO code of national currency> only for indirect management] <amount>.]

**(3) Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

- the contract agreement;
- the Special Conditions
- the General Conditions (Annex I);
- the Terms of Reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
- the Organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- [Key experts (Annex IV) For contracts requiring key experts];
- Budget [For fee-based contracts only: breakdown] (Annex V);
- Other relevant forms and documents (Annex VI);

[For fee-based contracts only:

- Report of factual findings and terms of reference for an expenditure verification ] (Annex VII):

These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

**(4) Language of the contract**

The language of the contract and of all written communications between the Contractor and the Contracting Authority and/or the Project Manager shall be English.

**(5) Other specific conditions applying to the Contract**

[If necessary and after having obtained prior approval/derogation by the competent services:

The following conditions to the Contract shall apply:

By derogation from Article ... ]

Done in English in [two] [three] originals, [For direct management: [one] [two] originals for the European Commission] [For indirect management: one original for the Contracting Authority, one original for the European Commission,] and one original for the Contractor.

For the Contractor

For the Contracting Authority

**Name:**

**Name:**

**Title:**

**Title:**

**Signature:**

**Signature:**

**Date:**

**Date:**

[For indirect management:

Endorsed for financing by the European Union (only for ex-ante control if the European Commission makes payments under the Contract)

**Name:**

**Title:**

**Signature:**

**Date:**

## **SPECIAL CONDITIONS**

These conditions amplify and supplement General Conditions governing the Contract. Unless Special Conditions provide otherwise, General Conditions remain fully applicable. The numbering of the Articles of Special Conditions is not consecutive but follows the numbering of the General Conditions.

### **Article 1. Definitions**

1.6. Good Industry Practice shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a skilled and experienced Contractor, applying the Standards generally adopted by global Contractors for supervising a Works of Plants, except in so far as inconsistent with any applicable Georgian Law or Directive.

### **Article 2. Communications**

2.1. <Indicate here the contact persons, addresses of the Parties, their other contact details, the documents to provide and the procedure to be used by the Parties for communication.>

### **Article 4. Subcontracting**

Delete the whole Article.

### **Article 5. Supply of Information**

5.4. If the information from the Contracting Authority is available only in the language of the Country, the Contractor shall provide translation necessary for interpretation and use of the information.

The Contractor shall be required to arrange and to bear the charges for obtaining all required statutory Approvals, which he has to obtain lawfully as the Contractor.

### **Article 6. Assistance with local Regulations**

6.3. The Contracting Authority will, if requested by the Contractor, use his best endeavors in timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor's Staff.

### **Article 10. Administrative and financial penalties**

Delete following Sub-Articles: 10.1. and 10.2.

### **Article 11. Specifications and Designs**

Delete the whole Article.

### **Article 12. Liabilities**

12.6. The identity of the Insurers and the form of the policies shall be a subject to the Approval of the Contracting Authority, such Approval not to be unreasonably withheld.

The Contractor's liability in respect of the Third Party shall be capped to the amount of EUR 100.000,00 with deductible limits of EUR 5.000,00.

The Contractor's Professional Indemnity Insurance for Supervising Works shall cover the risk of professional negligence in the Services. This Insurance shall be capped to the amount of EUR 50.000,00 with deductible limits of EUR 5.000,00 for a period of < date > from a recognized Insurance Company. Such Insurances shall be effected and maintained by the Contractor during the whole Period of Implementation of this Contract, at its sole expense and produce evidence of Insurance, if requested.

The Contracting Authority shall be named as co-insured under insurance policies taken out by the Contractor. All Insurer's rights of subrogation against such co-insured for losses or Claims arising out of the performance of the Contract shall be waived under such policies. The Contractor undertakes to notify the Contracting Authority of any difficulty in extending, renewing or reinstating this Insurance promptly. The Insurance shall include also cover in respect of mitigation, rectification and re-design costs - if any.

If the Contractor fails to submit or extend the validity of such Insurance, the Contracting Authority is entitled to enter into or extend such Insurance at the expense, risk and peril of the Contractor without any further written communication and offset this against any Interim Payment issued by the Contractor.

#### **Article 14. Intellectual and Industrial Property Rights**

Delete a following Sub-Articles: 14.2. - 14.5.

14.10. The Contractor shall be deemed (by signing the Contract) to give to the Contracting Authority a non-terminable transferable exclusive royalty-free license to copy, use, reproduce, and communicate the Contractor's Documents perpetual and worldwide, including making and using modifications of them as defined and enforceable under the Georgian Copyright Law in accordance with the Terms and Conditions of this Contract.

This license shall:

- i) apply throughout the actual or intended working life (however long it is) of the relevant parts of the Works;
- ii) entitle any person in a proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works;
- iii) in the case of Contractor's Documents which are in the form of computer programmes and other software, permit their use on any computer on the Site and other places as envisaged by the Contract.

The Contractor's Documents and other made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a Third Party by (or on behalf of) the Contracting Authority for purposes other than those permitted under this Sub-Article.

However, the Contracting Authority is not obliged to provide any changes in the Contractor's Documents and Reports etc.

#### **Article 15. Scope of the Services**

Following Sub-Article not applicable: 15.4.

## **Article 16. Staff**

16.7. The Contractor may bring in to the Country any foreign Staff who is necessary for the execution of the Works or Services to the extent allowed by the applicable Laws. The Contractor shall ensure that these Staff is provided with the required residence visas and Work Permits.

## **Article 18. Trainees**

Whole Article not applicable.

## **Article 19. Implementation of the tasks and delays**

19.1. The start date of the implementation shall be the date of signature of the Contract by both parties.

19.2. The period for implementing the tasks is <number> months from the start date.

Replace a Sub-Clause 19.4. with a following sentences:

The rate of liquidated damages for delays in the completion of Works shall be 0.1% of the Contract Price for every day or part thereof which elapses between the end of the task implementation period and the actual date of completion, up to a maximum amount of 20 (twenty) % of the Contract Price.

The Contractor shall not be deemed in breach of this Contract regarding Supervising Works if he is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, Act of God or public enemy, death, or any local, state, federal, national or international Law, governmental order or regulation or any other event beyond Contractor's control under the Article 38. (Force Majeure).

## **Article 26. Interim and Final Reports**

Delete following Articles: 26.2, 26.6

Add a new Article 26.7 as following:

26.1. The monthly progress reports shall be prepared by the Contractor and submitted to the Contracting Authority in 4 (four) copies. The reports shall be submitted monthly, each within 7 (seven) days after the last day of the period to which it relates.

Each progress report shall include:

- i) charts and detailed description of the progress, including each stage of Drawing's Control and/or Documents;
- ii) copies of the Quality Assurance (QA) Documents;
- iii) comparisons of actual and planned progress of Design Works Control, with details of any events which have influence on completion in accordance with the Contract;
- iv) measures to be implemented to overcome Contractor's delays - if any.

The Contractor agrees to inform the Contracting Authority about the progress and status of negotiations and handling matters with the relevant government Authorities - if any.

## **Article 27. Approval of Reports and Documents**

Replace the whole Article with following text:

27.1. All submitted Documents and calculations shall be clearly rubber stamped by the Contractor as "DOCUMENT FOR APPROVAL". The final version of Documents after check out and Approval by a

Contracting Authority will be stamped by him as “APPROVED DOCUMENT”.

If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor’s Documents, they shall be promptly corrected at the Contractor’s cost, notwithstanding any consent or Approval under this Sub-Article.

27.2. If the Contractor considers that the Contracting Authority's instructions are incorrect in Terms of the Documentation, incomplete or inadequate, he shall notify the Contracting Authority promptly and request additions or specifying instructions.

27.3. In the event that any of the procedures proposed by the Contracting Authority will be in breach of Technical or other Standards and Regulations, the Contractor shall, at such a contradiction, gain Contracting Authority attention and provide an alternative solution, which is Technical or other Standards and Regulations consistent and maximally reflects the requirements of the Contracting Authority.

27.4. The Contractor’s Documents shall be subject to the Contracting Authority’s review. Unless otherwise stated in the Specification, each review period shall not exceed 14 (fourteen) days, calculated from the date which the Contracting Authority receives a Contractor’s Document and the Contractor’s notice.

The notice shall state that the Contractor’s Document is considered ready, both for review (and Approval, if so specified) in accordance with this Sub-Article and for use. The notice shall also state that the Contractor’s Document complies with the Contract, or the extent to which it does not comply.

The Contracting Authority may, within the review period, give notice to the Contractor that a Contractor’s Document is:

- i) approved;
- ii) approved with comments or;
- iii) failed (to the extent stated)

to comply with the Contract.

If the Contractor’s Document is approved with comments or fails to comply, it shall be rectified, resubmitted and reviewed (and, if specified approved) in accordance with this Sub-Article, at the Contractor’s expense.

Alterations and/or remarks made by the Contracting Authority on the Documents or calculations shall be incorporated immediately and the Documents and/or calculations re-submitted until the final Approval is obtained.

The Contracting Authority’s Approval of any Contractor’s Document or calculation including any alternations made by the Contracting Authority shall not relieve the Contractor of his obligations to execute the Services in accordance with the Contract.

27.6. Any such Approval or consent, or any review (under this Sub-Article or otherwise), shall not relieve the Contractor from any obligation or responsibility.

27.7. All modifications requested by the Contracting Authority shall be carried out without any additional charge. In the event of the Contractor’s disagreement with the alterations requested by the Contracting Authority, the Contractor shall send written notice to the Contracting Authority within 5 (five) days from receiving the altered Document(s).

27.8. If the Contractor wishes to modify any Document which has previously been submitted for review (and, if specified, Approval), the Contractor shall immediately give notice to the Contracting Authority. Thereafter, the Contractor shall submit revised Documents to the Contracting Authority in accordance with the above procedure.

**Article 29. Payment and interest on late payment**

Not applicable: 29.1 for fee-based Contract, 29.6, 29.8 and 29.11.

29.1. Payments shall be made in accordance with the following the option:

<b>Month</b>		<b>&lt;EUR/**&gt;</b>
<b>See Time Programme</b>	[If applicable: Interim Payment ]	<X % of the Contract value>
<b>&lt;Month/ year number&gt;</b>	<b>Balance</b>	<Maximum 60% of the Contract value>
	<b>Total</b>	<Total Contract value>

[Contract in indirect management under BUDGET only: By derogation, the payments to the Contractor of the amounts due under interim and final payments shall be made within 90 (ninety) days after receipt by the Contracting Authority of an invoice and of the reports, subject to approval of those reports in accordance with Article 27 of the General Conditions.]

29.3. [For indirect management

By derogation from Article 29.3 of the General Conditions, once the deadline set in Article 29.1 has expired, the Contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions. The demand must be submitted within 2 (two) months after receiving late payment.]

29.5. All payments of the amounts due to the Contractor shall be made in < Euro / national currency> in accordance with Articles 20.6. and 29.4 of the General Conditions into bank account notified by the Contractor to the Contracting Authority. Prior to any payment under the Contract, the Contractor shall notify details of the bank account(s) nominated by the Contractor to the Contracting Authority.

The Contractor shall submit an invoice in 4 (four) copies based on the Price Breakdown according to the Annex V. (Budget), showing the amounts to which the Contractor considers himself to be entitled in detail.

Add following new Sub-Articles:

29.6. The Contractor shall submit a draft Final Statement of account in 4 (four) copies to the Contracting Authority when it applies for the Provisional Acceptance Certificate. In order to enable the Contracting Authority to prepare the Final Statement of account, the draft Final Statement of account is submitted with supporting documents showing in detail the value of the Work done in accordance with the Contract and all further sums which the Contractor considers to be due to it under the Contract.

29.7. If the Contracting Authority disagrees with or cannot verify any part of draft Final Statement, the Contractor shall submit such further information as the Contracting Authority may reasonably require and shall make such changes in the draft form as may be agreed between them.

29.8. Once the time-limit referred to the Sub-Article 29.1. and 29.2. has expired, the Contractor shall be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions. The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right.

The sum to be retained from Interim Payments to guarantee implementation of the Contractor's obligations during the Defects Liability Period is 10 (ten) % of each instalment.

### **Article 30. Financial Guarantee**

Following Articles not applicable: 30.5., 30.6.

30.1. The amount of the Performance Guarantee shall be 10 (ten) % of the amount of the Contract and any addenda thereto.

The Contractor shall obtain (at his cost) the Performance Guarantee for proper performance of his Works or Services in the form of an original Bank Guarantee issued by a reputable bank operating in the Republic of Georgia or by a foreign bank through a co-operating bank in the Republic of Georgia or, subject to the Approval of the Contracting Authority, directly by a foreign bank.

Add a new Article as following:

30.5. The Contracting Authority shall not make a Claim under the Performance Guarantee, except for amounts to which the Contracting Authority is entitled under the Contract. The Contracting Authority shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a Claim under the Performance Guarantee to the extent to which the Contracting Authority was not entitled to make the Claim.

### **Article 31. Recovery of the Debts from Contractor**

Whole Article not applicable.

### **Article 33. Payment to Third Parties**

Whole Article not applicable.

### **Article 36. Termination**

Not applicable 36.2. j), k), l), m).

### **Article 38. Force Majeure**

Not applicable 38.5.

### **Article 40. Settlement of disputes**

40.4. Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the Republic of Georgia in accordance with the national legislation.



#### **Article 41. Applicable Law**

Delete existing Sub-Article 41.1. and replace with following:

41.1. The Contract shall be governed by the Law of the Republic of Georgia.

41.2. If changes or new applicable Laws or Standards come into force in the Country after the Commencement Date, the Contractor shall give notice to the Contracting Authority and (if appropriate) submit proposals for compliance.

In the event that:

- i) the Contracting Authority determines that compliance is required; and
- ii) the proposals for compliance constitute a Variation;

then the Contracting Authority shall initiate a Variation.

41.3. If the Contractor or the Contracting Authority finds any divergence between any Georgian Law or Directive and Technical Specifications, it shall immediately give written notice specifying the divergence to the other. The Contractor shall promptly, upon becoming aware of the same, inform the Contracting Authority in writing of its proposed amendment for removing the divergence.

#### **Article 42. Data Protection**

Not applicable.

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## GENERAL SERVICE CONTRACT ANNEX I:

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## **PRELIMINARY PROVISIONS**

### **ARTICLE 1. DEFINITIONS**

- 1.1. The headings and titles in these General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2. Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3. The word "country" shall be deemed to include State or Territory.
- 1.4. Words designating persons or parties shall include firms and companies and any organization having legal capacity.
- 1.5. The definitions of the terms used throughout this General Conditions are laid down in the "Glossary of terms", annex A1a to the Practical Guide, which forms an integral part of the contract.

### **ARTICLE 2. COMMUNICATIONS**

- 2.1. Unless otherwise specified in the Special Conditions, any written communication relating to this contract between the Contracting Authority or the Project Manager, and the Contractor shall state the contract title and identification number, and shall be sent by post, cable, telex, facsimile transmission, e-mail or personal delivery to the appropriate addresses designated by the Parties for that purpose in the Special Conditions.
- 2.2. If the sender requires evidence of receipt, it shall state such requirement in its communication and shall demand such evidence of receipt whenever there is a deadline for the receipt of the communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of its communication.
- 2.3. Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words 'notify', 'consent', 'certify', 'approve' or 'decide' shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.
- 2.4. Any oral instructions or orders shall be confirmed in writing.

### **ARTICLE 3. ASSIGNMENT**

- 3.1. An assignment shall be valid only if it is a written agreement by which the Contractor transfers its contract or part thereof to a third party.
- 3.2. The Contractor shall not, without the prior consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:

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- (a) a charge, in favour of the Contractor's bankers, of any monies due or to become due under the contract; or
  - (b) the assignment to the Contractor's insurers of the Contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the Contractor's loss or liability.
- 3.3. For the purpose of article 3.2, the approval of an assignment by the Contracting Authority shall not relieve the Contractor of its obligations for the part of the contract already performed or the part not assigned.
- 3.4. If the Contractor has assigned the contract without authorisation, the Contracting Authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.
- 3.5. Assignees shall satisfy the eligibility criteria applicable for the award of the contract and they shall not fall under the exclusion criteria described in the tender dossier.

#### **ARTICLE 4. SUBCONTRACTING**

- 4.1. A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts performance of a part of the contract to a third party.
- 4.2. The Contractor shall request to the Contracting Authority the authorization to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors. The Contracting Authority shall notify the Contractor of its decision, within 30 days of receipt of the request, stating reasons should it withhold such authorization.
- 4.3. No subcontract creates contractual relations between any subcontractor and the Contracting Authority.
- 4.4. The Contractor shall be responsible for the acts, defaults and negligence of its subcontractors and its experts, agents or employees, as if they were the acts, defaults or negligence of the Contractor, its experts, agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractor to perform any part of the services shall not relieve the Contractor of any of its obligations under the contract.
- 4.5. If a subcontractor is found by the Contracting Authority or the Project Manager to be incompetent in discharging its duties, the Contracting Authority or the Project Manager may request the Contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the Contracting Authority as a replacement, or to resume the implementation of the tasks itself.
- 4.6. Subcontractors shall satisfy the eligibility criteria applicable to the award of the contract and they shall not fall under the exclusion criteria described in the tender dossier.

- 4.7. Those services entrusted to a subcontractor by the Contractor shall not be entrusted to third parties by the subcontractor, unless otherwise agreed by the Contracting Authority.
- 4.8. If the Contractor enters into a subcontract without approval, the Contracting Authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

## **OBLIGATIONS OF THE CONTRACTING AUTHORITY**

### **ARTICLE 5. SUPPLY OF INFORMATION**

- 5.1. The Contracting Authority shall supply the Contractor promptly with any information and/or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the Contracting Authority at the end of the period of implementation of the tasks.
- 5.2. The Contracting Authority shall co-operate with the Contractor to provide information that the latter may reasonably request in order to perform the contract.
- 5.3. The Contracting Authority shall give notification to the Contractor of the name and address of the Project Manager.

### **ARTICLE 6. ASSISTANCE WITH LOCAL REGULATIONS**

- 6.1. The Contractor may request the assistance of the Contracting Authority in obtaining copies of laws, regulations, and information on local customs, orders or by-laws of the country in which the services are to be performed, which may affect the Contractor in the performance of its obligations under the contract. The Contracting Authority may provide the assistance requested to the Contractor at the Contractor's cost.
- 6.2. Subject to the provisions of the laws and regulations on foreign labour of the country in which the services have to be rendered, the Contracting Authority provides reasonable assistance to the Contractor, at its request, for its application for any visas and permits required by the law of the Country in which the services are rendered, including work and residence permits, for the staff whose services the Contractor and the Contracting Authority consider necessary, as well as residence permits for their families.

## **OBLIGATIONS OF THE CONTRACTOR**

### **ARTICLE 7. GENERAL OBLIGATIONS**

- 7.1. The Contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.
- 7.2. The Contractor shall comply with any administrative orders given by the Project Manager. Where the Contractor considers that the requirements of an administrative order go beyond the authority of the Project Manager or of the scope of the contract he shall give notice, with reasons, to the Project Manager. If the Contractor fails to notify within the 30 day period after receipt thereof, he shall be barred from so doing. Execution of administrative order should not be suspended because of this notice.

- 7.3. The Contractor shall supply, without delay, any information and documents to the Contracting Authority and the European Commission upon request, regarding the conditions in which the contract is being executed.
- 7.4. The Contractor shall respect and abide by all laws and regulations in force in the partner country and shall ensure that its staff, their dependants, and its local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its employees and their dependants of such laws and regulations.
- 7.5. Should any unforeseen event, action or omission directly or indirectly hamper performance of the contract, either partially or totally, the Contractor shall immediately and at its own initiative record it and report it to the Contracting Authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with its obligations under the contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.
- 7.6. Subject to Article 7.8, the Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the Contracting Authority. The Contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its staff the same undertaking. However, use of the contract's reference for marketing or tendering purposes does not require prior approval of the Contracting Authority, except where the Contracting Authority declares the contract to be confidential.
- 7.7. If the Contractor is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the contract, including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Contracting Authority. Any alteration of the composition of the consortium without the prior consent of the Contracting Authority may result in the termination of the contract.
- 7.8. Save where the European Commission requests or agrees otherwise, the Contractor shall ensure the highest visibility to the financial contribution of the European Union. To ensure such publicity the Contractor shall implement among other actions the specific activities described in the Special Conditions. All measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission.
- 7.9. Any records shall be kept for a 7-year period after the final payment made under the contract as laid down in Article 24. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips or invoices for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such

records the Contracting Authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

## **ARTICLE 8. CODE OF CONDUCT**

- 8.1. The Contractor shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the project or the services without the prior approval of the Contracting Authority. It shall not commit the Contracting Authority in any way whatsoever without its prior consent, and shall make this obligation clear to third parties.
- 8.2. The Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the country where the services have to be rendered.
- 8.3. The Contractor shall respect environmental legislation applicable in the country where the services have to be rendered and internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.
- 8.4. The Contractor or any of its subcontractors, agents or staff shall not abuse of its entrusted power for private gain. The Contractor or any of its subcontractors, agents or staff shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The Contractor shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption.
- 8.5. The payments to the Contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.
- 8.6. The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. The Contracting Authority and the European Commission may carry out documentary or on-the-spot checks they deems necessary to find evidence in case of suspected unusual commercial expenses.

## **ARTICLE 9. CONFLICT OF INTEREST**

- 9.1. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests



which may arise during performance of the contract shall be notified to the Contracting Authority without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

- 9.2. The Contracting Authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Contractor shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligations under the contract, the Contractor shall replace, immediately and without compensation from the Contracting Authority, any member of its staff exposed to such a situation.
- 9.3. The Contractor shall refrain from any contact which would compromise its independence or that of its staff.
- 9.4. The Contractor shall limit its role in connection with the project to the provision of the services described in the contract.
- 9.5. The Contractor and anyone working under its authority or control in the performance of the contract or on any other activity shall be excluded from access to other EU budget/EDF funds available under the same project. However, the Contractor may participate after approval of the Contracting Authority if it the Contractor is able to prove that its involvement in previous stages of the project does not constitute unfair competition.
- 9.6. Civil servants and other staff of the public administration of the country where the services have to be rendered, regardless of their administrative situation, shall not be recruited as experts unless the prior approval has been granted by the European Commission.

## **ARTICLE 10. ADMINISTRATIVE AND FINANCIAL PENALTIES**

- 10.1. Without prejudice to the application of other remedies laid down in the contract, a sanction of exclusion from all contracts and grants financed by the EU may be imposed, after an adversarial procedure, upon the Contractor who, in particular,
  - a) is guilty of grave professional misconduct, has committed irregularities or has been found in serious breach of its contractual obligations. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years;
  - b) is guilty of fraud, corruption, participation in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years.
- 10.2. In the situations mentioned in Article 10.1, in addition or in alternative to the sanction of exclusion, the Contractor may also be subject to financial penalties representing 2-10% of the total value of the contract.

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- 10.3. Where the Contracting Authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the Contractor or call on the appropriate guarantee.
  - 10.4. The decision to impose administrative sanctions may be published on a dedicated internet-site, explicitly naming the Contractor.
  - 10.5. The above administrative sanctions may also be imposed on persons who are members of the administrative, management or supervisory body of the Contractor, on persons having powers of representation, decision or control with regard to the Contractor, on persons jointly and severally liable for the performance of the contract and on subcontractors.

### **ARTICLE 11. SPECIFICATIONS AND DESIGNS**

- 11.1. The Contractor shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the Contracting Authority and taking into account the latest design criteria.
- 11.2. The Contractor shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for the project are prepared on an impartial basis so as to promote competitive tendering.

### **ARTICLE 12. LIABILITIES**

- 12.1. Liability for damage to services

Without prejudice to Article 30 (financial guarantee) and Article 38 (force majeure), the Contractor shall assume (i) full responsibility for maintaining the integrity of services and (ii) the risk of loss and damage, whatever their cause, until the completion of the implementation of the tasks and approval of reports and documents under Articles 26 and 27.

After the completion of the implementation of the tasks, the Contractor shall be responsible for and shall indemnify the Contracting Authority for any damage caused to the services by the Contractor, its staff, its subcontractors and any person for which the Contractor is answerable, during any operation performed to complete any work left, as the case may be, pending or to comply with its obligations under Articles 26 and 27, particularly if the contract is performed in phases.

Compensation for damage to the services resulting from the Contractor's liability in respect of the Contracting Authority is capped at the contract value.

However, compensation for loss or damage resulting from fraud or gross negligence of the Contractor, its staff, its subcontractors and any person for which the Contractor is answerable, can in no case be capped.

The Contractor shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract, even after approval of the reports and documents, or by default for a period of 10 years.

- 12.2. Contractor's liability in respect of the Contracting Authority

At any time, the Contractor shall be responsible for and shall indemnify the Contracting Authority for any damage caused during the performance of the services, to the Contracting

Authority by the Contractor, its staff, its subcontractors and any person for which the Contractor is answerable.

Compensation for damage resulting from the Contractor's liability in respect of the Contracting Authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the Contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from the Contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the Contractor, its staff, its subcontractors and any person for which the Contractor is answerable.

12.3. Contractor's liability in respect of third parties

Without prejudice to Article 14.9, the Contractor shall, at its own expense, indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter "claim(s)") arising from any act or omission by the Contractor, its staff, its subcontractors and/or any person for which the Contractor is answerable, in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

The Contracting Authority must notify any third party claim to the Contractor as soon as possible after the Contracting Authority becomes aware of them.

If the Contracting Authority chooses to challenge and defend itself against the claim(s), the Contractor shall bear the reasonable costs of defense incurred by the Contracting Authority, its agents and employees.

Under these general conditions, the agents and employees of the Contracting Authority, as well as the Contractor's staff, its subcontractors and any person for which the Contractor is answerable are considered to be third parties.

12.4. The Contractor shall treat all claims in close consultation with the Contracting Authority

12.5. Any settlement or agreement settling a claim requires the prior express written consent of the Contracting Authority and the Contractor.

**ARTICLE 13. MEDICAL, INSURANCE AND SECURITY ARRANGEMENTS**

13.1. Medical arrangement

The Contracting Authority may condition the performance of the services to the production, by the Contractor, of a recent medical certificate attesting that the Contractor itself, its staff, its subcontractors and/or any person for which the Contractor is answerable, are fit to implement the services required under this contract.

13.2. Insurance - general issues

- a) At the latest together with the return of the countersigned contract, and for the period of implementation of the tasks, the Contractor shall ensure that itself, its staff, its subcontractors and any person for which the Contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless

the Contracting Authority has given its express written consent on a specific insurance company.

- b) At the latest together with the return of the countersigned contract, the Contractor shall provide the Contracting Authority with all cover notes and/or certificates of insurance showing that the Contractor's obligations relating to insurance are fully respected. The Contractor shall submit without delay, whenever the Contracting Authority or the Project Manager so requests, an updated version of the cover notes and/or certificates of insurance.  
The Contractor shall obtain from the insurers that they commit to personally and directly inform the Contracting Authority of any event likely to reduce, cancel or alter in any manner whatsoever, that coverage. The insurers shall deliver this information as quickly as possible, and in any event at least thirty (30) days before the reduction, cancellation or alteration of the cover is effective. The Contracting Authority reserves the right to indemnify the insurer in case the Contractor fails to pay the premium, without prejudice to the Contracting Authority's right to recover the amount of the premium it paid, and to subsequently seek compensation for its possible resulting damage.
- c) Whenever possible, the Contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favor of the Contracting Authority, its agents and employees.
- d) The purchase of adequate insurances by the Contractor shall in no case exempt it from its statutory and/or contractual liabilities.
- e) The Contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the Contracting Authority.
- f) The Contractor shall ensure that its staff, its subcontractors and any person for whom the Contractor is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its staff, its subcontractors or any person for which the Contractor is answerable, the Contractor shall indemnify the Contracting Authority from all consequences resulting therefrom.
- g) Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this contract, the Contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the services are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.
- h) The Contracting Authority shall not bear any liability for the assessment and adequacy of insurance policies taken out by the Contractor with its contractual and/or statutory obligations.
- i) In any event, the Contractor shall take out the insurance referred to below.

### 13.3. Insurance - Specific issues

- a) The Contractor shall take out all insurance necessary to cover its liability, both with regard to its professional liability and its liability as provided under Article 12.
- b) The contractor shall ensure that itself, its staff, its subcontractors and any person for which the Contractor is answerable, are covered by an insurance policy covering, in addition to the possible intervention of any statutory insurance:
  - i. all medical expenses, including hospital expenses;
  - ii. the full cost of repatriation in case of illness, accident, or in the event of death by disease or accident;
  - iii. accidental death or permanent disability resulting from bodily injury incurred in connection with the contract.

In the absence of adequate insurance, the Contracting Authority may bear such costs to the benefit of the Contractor itself, its staff, its subcontractors and any person for which the Contractor is answerable. This bearing of the costs by the Contracting Authority shall be subsidiary and may be claimed against the Contractor, its subcontractors and any person who should have taken out this insurance, without prejudice to the compensation of the Contracting Authority's possibly resulting damage.

- c) The Contractor shall take out insurance policies providing coverage of the Contractor itself, its staff, its subcontractors and any person for which the Contractor is answerable, in case of an accident at work or on the way to work. It shall ensure that its subcontractors do the same. It indemnifies the Contracting Authority against any claims that its employees or those of its subcontractors could have in this regard. For its permanent expatriate staff, where appropriate, the Contractor shall in addition comply with the laws and regulations applicable in the country of origin.
- d) The Contractor shall also insure the personal effects of its employees, experts and their families located in the partner country against loss or damage.

#### 13.4. Security arrangements

The Contractor shall put in place security measures for its employees, experts and their families located in the partner country commensurate with the physical danger (possibly) facing them.

The Contractor shall also be responsible for monitoring the level of physical risk to which its employees, experts and their families located in the partner country are exposed and for keeping the Contracting Authority informed of the situation. If the Contracting Authority or the Contractor becomes aware of an imminent threat to the life or health of any of its employees, experts or their families, the Contractor must take immediate emergency action to remove the individuals concerned to safety. If the Contractor takes such action, he must communicate this immediately to the Project Manager and this may lead to suspension of the contract in accordance with Article 35.

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## **ARTICLE 14. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

- 14.1. A "result" shall be any outcome of the implementation of the contract and provided as such by the Contractor.
- 14.2. The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the contract, shall be irrevocably and fully vested to the Contracting Authority from the moment these results or rights are delivered to it and accepted by it. The Contracting Authority may use them as it sees fit and in particular may store, modify, translate, display, reproduce, publish or communicate by any medium, as well as, assign, transfer them as it sees fit.
- 14.3. For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the Contractor to the Contracting Authority.
- 14.4. The above vesting of rights in the Contracting Authority under this contract covers all territories worldwide and is valid for the whole duration of intellectual or industrial property rights protection, unless stipulated otherwise by the Contracting Authority and the Contractor.
- 14.5. The Contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the Contracting Authority. If the Contracting Authority so requires, the Contractor shall provide exhaustive proof of ownership or rights to use all necessary rights, as well as, of all relevant agreements of the creator(s).
- 14.6. All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, computations, databases format and data, software and any supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract, as well as, any outcome of the implementation of the contract, shall be the absolute property of the Contracting Authority unless otherwise specified. The Contractor shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Contractor must not retain copies of such documents and data and must not use them for purposes unrelated to the contract without the prior consent of the Contracting Authority.
- 14.7. The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained by the Contractor in the course of the contract for purposes other than its performance, without the prior consent of the Contracting Authority.
- 14.8. By delivering the results the Contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that it possesses the relevant rights or powers to execute the transfer. It also warrants that it has paid or has verified payment of all fees including fees to collecting societies, related to the final results.

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- 14.9. The Contractor shall indemnify and hold the Contracting Authority harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the Contracting Authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trade-marks, except where such infringement results from compliance with the design or specification provided by the Contracting Authority.

## **NATURE OF THE SERVICES**

### **ARTICLE 15. THE SCOPE OF THE SERVICES**

- 15.1. If the Contractor is required to prepare a tender dossier, the dossier shall contain all documents necessary for consulting suitable Contractors, manufacturers and suppliers, and for preparing tender procedures with a view to carrying out the works or providing the supplies or services covered by an invitation to tender. The Contracting Authority shall provide the Contractor with the information necessary for drawing up the administrative part of the tender dossier. The scope of the services is specified in Annex II and Annex III.
- 15.2. Where the contract is for an advisory function for the benefit of the Contracting Authority and/or Project Manager in respect of all the technical aspects of the project which may arise out of its implementation, the Contractor shall not have decision-making responsibility.
- 15.3. Where the contract is for management of the implementation of the project, the Contractor shall assume all the duties of management inherent in supervising the implementation of a project, subject to the Project Manager's authority.
- 15.4. If the Contractor is required to prepare a tender dossier, the dossier shall contain all documents necessary for consulting suitable Contractors, manufacturers and suppliers, and for preparing tender procedures with a view to carrying out the works or providing the supplies or services covered by an invitation to tender. The Contracting Authority shall provide the Contractor with the information necessary for drawing up the administrative part of the tender dossier.

### **ARTICLE 16. STAFF**

- 16.1. For fee-based contracts, the Contractor must inform the Contracting Authority of all staff which the Contractor intends to use for the implementation of the tasks, other than the key experts whose CVs are included in Annex IV. Annex II and/or Annex III shall specify the minimum level of training, qualifications and experience of the staff and, where appropriate, the specialisation required. The Contracting Authority shall have the right to oppose the Contractor's choice of staff.
- 16.2. All those working on the project with the approval of the Contracting Authority shall commence their duties on the date or within the period laid down in Annex II and/or Annex III, or, failing this, on the date or within the periods notified to the Contractor by the Contracting Authority or the Project Manager.
- 16.3. Save as otherwise provided in the contract, those working on the contract shall reside close to their normal place of posting. Where part of the services is to be performed outside the partner

country, the Contractor shall keep the Project Manager informed of the names and qualifications of staff assigned to that part of the services.

- 16.4. The Contractor shall:
- (a) forward to the Project Manager within 30 days of the signature of the contract by both parties, the timetable proposed for placement of the staff;
  - (b) inform the Project Manager of the date of arrival and departure of each member of staff;
  - (c) submit to the Project Manager for its approval a timely request for the appointment of any non-key experts.
- 16.5. The Contractor shall provide its staff with all financial and technical means needed to enable them to carry out their tasks described under this contract efficiently.
- 16.6. No recruitment of an expert by the Contractor can create contractual relations between the expert and the Contracting Authority.

## **ARTICLE 17. REPLACEMENT OF STAFF**

- 17.1. The Contractor shall not make changes to the agreed staff without the prior approval of the Contracting Authority. The Contractor must on its own initiative propose a replacement in the following cases:
- (a) In the event of death, in the event of illness or in the event of accident of an agreed staff;
  - (b) If it becomes necessary to replace an agreed staff for any other reasons beyond the Contractor's control (e.g. resignation, etc.).
- 17.2. Moreover, in the course of performance, and on the basis of a written and justified request to which the Contractor shall provide its own and the agreed staff's observations, the Contracting Authority can order an agreed staff to be replaced.
- 17.3. Where an agreed staff must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the agreed staff who has been replaced. Where the Contractor is unable to provide a replacement with equivalent qualifications and/or experience, the Contracting Authority may either decide to terminate the contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept the replacement, provided that the fees of the latter are renegotiated to reflect the appropriate remuneration level.
- 17.4. Additional costs incurred by the replacement of an agreed staff are the responsibility of the Contractor. The Contracting Authority makes no payment for the period when the agreed staff to be replaced is absent. The replacement of any agreed staff, whose name is listed in Annex IV of the contract, must be proposed by the Contractor within 15 calendar days from the first day of the agreed staff's absence. If after this period the Contractor fails to propose a replacement in accordance with Article 17.3 above, the Contracting Authority may apply liquidated damages up



to 10% of the remaining fees of that expert to be replaced. The Contracting Authority must approve or reject the proposed replacement within 30 days.

- 17.5. The partner country may be notified of the identity of the agreed staff proposed to be added or replaced in the contract to obtain its approval. The partner country must not withhold its approval unless it submits duly substantiated and justified objections to the proposed experts in writing to the Contracting Authority within 15 days of the date of the request for approval.

## **ARTICLE 18. TRAINEEES**

- 18.1. If required in the terms of reference, the Contractor shall provide training for the period of implementation of the tasks for trainees assigned to it by the Contracting Authority under the terms of the contract.
- 18.2. Instruction by the Contractor of such trainees shall not confer on them the status of employees of the Contractor. However, they must comply with the Contractor's instructions, and with the provisions of article 8, as if they were employees of the Contractor. The Contractor may on reasoned request in writing obtain the replacement of any trainee whose work or conduct is unsatisfactory.
- 18.3. Unless otherwise provided in the contract, allowance for trainees covering notably travel, accommodation and all other expenses incurred by the trainees, shall be borne by the Contracting Authority.
- 18.4. The Contractor shall report at quarterly intervals to the Contracting Authority on the training assignment. Immediately prior to the end of the period of implementation of the tasks, the Contractor shall draw up a report on the result of the training and an assessment of the qualifications obtained by the trainees with a view to their future employment. The form of such reports and the procedure for presenting them shall be as laid down in the terms of reference.

## **PERFORMANCE OF THE CONTRACT**

### **ARTICLE 19. IMPLEMENTATION OF THE TASKS AND DELAYS**

- 19.1. The Special Conditions fix the date on which implementation of the tasks is to commence.
- 19.2. The period of implementation of tasks shall commence on the date fixed in accordance with Article 19.1 and shall be as laid down in the Special Conditions, without prejudice to extensions of the period which may be granted.
- 19.3. If the Contractor fails to perform the services within the period of implementation of the tasks specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day which shall elapse between the end of the period of implementation of the tasks specified in the contract and the actual date of completion of these tasks.

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- 19.4. The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation of the tasks, up to a maximum of 15% of the total value of the contract.
- 19.5. If the Contracting Authority has become entitled to claim 15% of the contract value, it may, after giving notice to the Contractor:
- (a) terminate the contract, and;
  - (b) enter into a contract with a third party to complete the services, at the Contractor's cost.

## **ARTICLE 20. AMENDMENT TO THE CONTRACT**

- 20.1. Any amendment to the contract affecting its object or scope, such as amendment to the total contract amount, replacement of an agreed staff the Curriculum Vitae of which is part of the contract and change of the period of implementation shall be formalised by means of an addendum. Both parties may request an addendum for amendment to the contract according to the following principles:

- (a) An addendum for amendment may be requested only during the period of execution of the contract;
- (b) Any request for an addendum shall be submitted in writing to the other party at least thirty days before the date on which the intended addendum is required to enter into force. In case of special circumstances duly substantiated by the Contractor, the Contracting Authority may accept a different notice period.

The requested party shall notify the requesting party of its decision concerning the request within 30 days from its receipt. There is no automatic amendment without written confirmation by the requested party.

- 20.2. Additionally, the Project Manager has the power to issue administrative orders requesting an amendment to the contract not affecting its object or scope, including on request of the Contractor, according to the following principles:

- a) The requested contract amendment may take the form of additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timetable of implementation of the services;
- b) Prior to the issuance of any administrative order, the Project Manager shall notify the Contractor of the nature and the form of the proposed amendment.

The Contractor shall then, without delay, submit to the Project Manager a written proposal containing:

- (i) all measures required to comply with the requested amendment,
- (ii) an updated timetable for implementation of the tasks, and,

- (iii) if necessary, a proposed financial adjustment to the contract, using the contractual fee rates when the tasks are similar. When the tasks are not similar, the contractual fee rates shall be applied when reasonable.

Following receipt of the Contractor's proposal, the Project Manager shall decide as soon as possible whether or not the amendment shall be carried out.

If the Project Manager decides that the amendment shall be carried out, it shall notify the Contractor through an administrative order stating that the Contractor shall carry out the amendment at the prices and under the conditions given in the Contractor's proposal or as modified by the Project Manager in agreement with the Contractor.

- c) On receipt of the administrative order, the Contractor shall carry out the amendments detailed in that administrative order as if such amendments were stated in the contract.
- d) For fee based contracts, administrative orders that have an impact on the contractual budget are limited to transfers within the fees, or transfers from the fees to the Incidental Expenditures, within the limits of Article 20.3.
- e) For global price contracts, administrative orders cannot have an impact on the contractual budget.
- 20.3. No amendment either by means of addendum or through administrative order shall lead to decreasing the amount within the contractual budget allocated to expenditure verification, or change the award conditions prevailing at the time the contract was awarded.
- 20.4. Any amendment carried out by the Contractor without an administrative order or without an addendum to the contract is not allowed and made at the Contractor's own financial risk.
- 20.5. Where an amendment is required by a default or breach of contract by the Contractor, any additional cost attributable to such amendment shall be borne by the Contractor.
- 20.6. The Contractor shall notify the Contracting Authority of any change of address and bank account using the form in Annex VI to notify any change in its bank account. The Contracting Authority shall have the right to oppose the Contractor's change of bank account. The Contractor shall notify the Contracting Authority of any change of auditor which the Contracting Authority needs to approve.

## **ARTICLE 21. WORKING HOURS**

- 21.1. The days and hours of work of the Contractor or the Contractor's staff shall respect the laws, regulations and customs of the country where the services have to be rendered and the requirements of the services.

## **ARTICLE 22. LEAVE ENTITLEMENT**

- 22.1. For fee-based contracts, the annual leave to be taken during the period of implementation of the tasks shall be at a time approved by the Project Manager.

- 22.2. For fee-based contracts, the fee rates are deemed to take into account the annual leave of up to 2 months for the Contractor's staff during the period of implementation of the tasks. Consequently, days taken as annual leave shall not be considered to be working days.
- 22.3. The Contractor shall only be paid for the days actually worked. Any cost related to sick or casual leave shall be covered by the Contractor. The Contractor shall inform the Project Manager of any impact of such leave on the period of implementation of the tasks.

### **ARTICLE 23. INFORMATION**

- 23.1. The Contractor shall provide any information relating to the services and the project to the Project Manager, the European Commission, the European Court of Auditors or any person authorised by the Contracting Authority.
- 23.2. The Contractor shall allow the Project Manager or any person authorised by the Contracting Authority or the Contracting Authority itself to inspect or audit the records and accounts relating to the services and to make copies thereof both during and after provision of the services.

### **ARTICLE 24. RECORDS**

- 24.1. The Contractor shall keep full accurate and systematic records and accounts in respect of the services in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental expenditure identified in the Contractor's invoice(s) have been duly incurred for the performance of the services.
- 24.2. For fee-based contracts, timesheets recording the days or hours worked by the Contractor's staff shall be maintained by the Contractor. The timesheets filled in by the experts shall be confirmed on a monthly basis by the Contractor and shall be approved by the Project Manager or any person authorised by the Contracting Authority or the Contracting authority itself. The amounts invoiced by the Contractor must correspond to these timesheets. Time spent travelling exclusively and necessarily for the purpose of the implementation of the contract, by the most direct route, may be included in the numbers of days or hours, as appropriate, recorded in these timesheets. Travel undertaken by the expert for mobilisation and demobilisation as well as for leave purposes shall not be considered as working days. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input shall be rounded to the nearest whole number of days worked for the purposes of invoicing.
- 24.3. Any records must be kept for a seven year period after the final payment made under the contract.

These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such records the Contracting Authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

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## **ARTICLE 25. VERIFICATIONS, CHECKS AND AUDITS BY EUROPEAN UNION BODIES**

- 25.1 The Contractor shall allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the contract. In order to carry out these verifications and audits, European Union bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the contract. The Contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the Contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the contract. The Contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to seven years after the final payment.
- 25.2. Furthermore, the Contractor shall allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.
- 25.3. To this end, the Contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents shall be easily accessible and filed so as to facilitate their examination. The Contractor shall inform the Contracting Authority of their precise location.
- 25.4. The Contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any subcontractor or any other party benefiting from EU budget/EDF funds.
- 25.5. Failure to comply with the obligations set forth in Article 25.1 to 25.4 constitutes a case of serious breach of contract.

## **ARTICLE 26. INTERIM AND FINAL REPORTS**

- 26.1. Unless otherwise provided in the Terms of Reference, the Contractor shall draw up interim reports and a final report during the period of implementation of the tasks. These reports shall consist of a narrative section and a financial section. The format of such reports is as notified to the Contractor by the Project Manager during the period of implementation of the tasks.

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- 26.2. All invoices must be accompanied by an interim or final report. All invoices for fee-based contracts must also be accompanied by an up to date financial report and an invoice for the actual costs of the expenditure verification. The structure of the interim or final financial report shall be the same as that of the contractually approved budget (Annex V). This financial report shall indicate, at a minimum, the expenditure of the reporting period, the cumulative expenditure and the balance available.
  - 26.3. Immediately prior to the end of the period of implementation of the tasks, the Contractor shall draw up a final progress report together which must include, if appropriate, a critical study of any major problems which may have arisen during the performance of the contract.
  - 26.4. This final progress report shall be forwarded to the Project Manager not later than 60 days after the end of the period of implementation of the tasks. Such report shall not bind the Contracting Authority.
  - 26.5. Where the contract is performed in phases, the implementation of each phase shall give rise to the preparation of a final progress report by the Contractor.

Interim and final progress reports are covered by the provisions of Article 14.

## **ARTICLE 27. APPROVAL OF REPORTS AND DOCUMENTS**

- 27.1. The approval by the Contracting Authority of reports and documents drawn up and forwarded by the Contractor shall certify that they comply with the terms of the contract.
- 27.2. Where a report or document is approved by the Contracting Authority subject to amendments to be made by the Contractor, the Contracting Authority shall prescribe a period for making the amendments requested.
- 27.3. Where the final progress report is not approved, the dispute settlement procedure is automatically invoked.
- 27.4. Where the contract is performed in phases, the implementation of each phase shall be subject to the approval, by the Contracting Authority, of the preceding phase except where the phases are carried out concurrently.
- 27.5. The Contracting Authority's time limit for accepting reports or documents shall be considered included in the time limit for payments indicated in Article 29, unless otherwise specified in the Special Conditions.

## **PAYMENTS & DEBT RECOVERY**

### **ARTICLE 28. EXPENDITURE VERIFICATION**

- 28.1. No expenditure verification report is required for global price contracts.

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- 28.2. Before payments are made for fee-based contracts an external auditor must examine and verify the invoices and the financial reports sent by the Contractor to the Contracting Authority. The auditor shall meet the requirements set out in the Terms of Reference for expenditure verification and shall be approved by the Contracting Authority.
- 28.3. The auditor must satisfy itself that relevant, reliable and sufficient evidence exists that:
- (a) the experts employed by the Contractor for the contract have been working as evidenced on the contract (as corroborated by independent, third-party evidence, where available) for the number of days claimed in the Contractor's invoices and in the financial reporting spreadsheet submitted with the interim progress reports; and
  - (b) the amounts claimed as incidental expenditure have actually and necessarily been incurred by the Contractor in accordance with the requirements of the terms of reference of the contract.

On the basis of its verification, the auditor submits to the Contractor an expenditure verification report in accordance with the model in Annex VII.

- 28.4. The Contractor grants the auditor all access rights mentioned in Article 25.
- 28.5. The Contracting Authority reserves the right to require that the auditor be replaced if considerations which were unknown when the contract was signed cast doubt on the auditor's independence or professional standards.

## **ARTICLE 29. PAYMENT AND INTEREST ON LATE PAYMENT**

- 29.1. Payments will be made in accordance with one of the options below, as identified in the Special Conditions.

### Option 1: Fee-based contract:

The Contracting Authority will make payments to the Contractor in the following manner:

1. A first payment of pre-financing, if requested by the Contractor, of an amount up to maximum 20% of the maximum contract value stated in point 2 of the contract, within 30 days of receipt by the Contracting Authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30.
2. Six-monthly further interim payments, as indicated in the Special Conditions, within 60 days of the Contracting Authority receiving an invoice accompanied by an interim progress report and an expenditure verification report, subject to approval of those reports in accordance with Article 27. Such interim payments shall be of an amount equivalent to the costs incurred on the basis of the expenditure verification reports. When 80 % of the maximum contract value stated in point 2 of the contract has been paid (pre-financing and interim payments) the amounts due to the contractor shall be deducted from the pre-

financing payment until it is completely reimbursed before any additional payment is made.

3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.
4. The balance of the final value of the contract after verification, subject to the maximum contract value stated in point 2 of the contract, after deduction of the amounts already paid, within 90 days of the Contracting Authority receiving a final invoice accompanied by the final progress report and a final expenditure verification report, subject to approval of those reports in accordance with Article 27.

Option 2: Global price contract:

If the contract is not divided between different outputs that the Contracting Authority can approve independently, or has a duration of less than two years, the Contracting Authority will make payments to the Contractor in the following manner:

1. a pre-financing payment if requested by the Contractor, of an amount up to 40% of the contract value stated in point 2 of the contract within 30 days of receipt by the Contracting Authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
2. the balance of the contract value stated in point 2 of the contract within 90 days of the Contracting Authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27.

If the contract has a duration of at least two years and if the budget is divided between different outputs that the Contracting Authority can approve independently, the Contracting Authority will make payments to the Contractor in the following manner:

1. a pre-financing payment if requested by the Contractor, of an amount up to 40% of the contract value stated in point 2 of the contract within 30 days of receipt by the Contracting Authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
2. one interim payment at the end of each 12 months of implementation of the contract, of an amount corresponding to the outputs delivered, within 60 days of the Contracting Authority receiving an invoice accompanied by an interim progress report, subject to approval of this report in accordance with Article 27;
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.



4. the balance of the contract value stated in point 2 of the contract within 90 days of the Contracting Authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27.
- 29.2. The date of payment shall be the date on which the paying account is debited. The invoice shall not be admissible if one or more essential requirements are not met. Without prejudice to Article 36.2, the Contracting Authority may halt the countdown towards this deadline for any part of the invoiced amount disputed by the Project Manager by notifying the Contractor that part of the invoice is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the Contracting Authority thinks it necessary to conduct further checks. In such cases, the Contracting Authority shall not unreasonably withhold any undisputed part of the invoiced amount but may request clarification, alteration or additional information, which shall be produced within 30 days of the request. The countdown towards the deadline shall resume on the date on which a correctly formulated invoice is received by the Contracting Authority. If part of the invoice is disputed, the undisputed amount of the invoice shall not be withheld and must be paid according to the payment schedule set in Article 29.1.
- 29.3. Once the deadline referred to above has expired, the Contractor - unless it is a government department or public body in an EU Member State - shall, within two months of receiving late payment, receive default interest:
- a) at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,
  - b) at the rediscount rate applied by the central bank of the country of the Contracting Authority if payments are in the currency of that country,
- on the first day of the month in which the time-limit expired, plus eight percentage points. The interest be payable for the time elapses between the expiry of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).
- By way of exception, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.
- 29.4. Payments due by the Contracting Authority shall be made into the bank account mentioned on the financial identification form completed by the Contractor. A new financial identification form must be used to report any change of bank account and must be attached to the invoice.
- 29.5. Payments shall be made in euro or in the national currency as specified in the Special Conditions. The Special Conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the General Conditions. Where payment is in euro, for the purposes of the Provision for incidental expenditure, actual expenditure shall be converted into euro at the rate published on the Infor-Euro on the first working day of the month in which the invoice is dated. Where payment is in the national currency, it shall be converted into the national currency at the rate published on the Infor-Euro on the first working day of the month in which the payment is made.

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- 29.6. For fee-based contracts, invoices shall be accompanied by copies of, or extracts from, the corresponding approved timesheets referred to in Article 24.2 to verify the amount invoiced for the time input of the experts. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input must be rounded to the nearest whole number of days worked for the purposes of invoicing.
- 29.7. Payment of the final balance shall be subject to performance by the Contractor of all its obligations relating to the implementation of all phases or parts of the services and to the approval by the Contracting Authority of the final phase or part of the services. Final payment shall be made only after the final progress report and a final statement, identified as such, shall have been submitted by the Contractor and approved as satisfactory by the Contracting Authority.
- 29.8. The payment obligations of the European Commission under the contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with these General Conditions.
- 29.9. Prior to, or instead of, terminating the contract as provided for in Article 36, the Contracting Authority may suspend payments as a precautionary measure without prior notice.
- 29.10. Where the award procedure or the performance of the contract proves to have been subject to substantial errors, irregularities or fraud attributable to the Contractor, the Contracting Authority may in addition to the possibility to suspend the performance of the contract in accordance with Article 35.2 and terminate the contract as provided for in Article 36, refuse to make payments and/or recover amounts already paid, in proportion to the seriousness of the errors irregularities or fraud.
- 29.11. If the contract is terminated for any reason whatsoever, the guarantee securing the pre-financing may be invoked forthwith in order to repay the balance of the pre-financing still owed by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

### **ARTICLE 30. FINANCIAL GUARANTEE**

- 30.1. Unless otherwise provided for in the Special Conditions, the Contractor shall provide a financial guarantee for the full amount of the pre-financing payment. The financial guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the Contracting Authority. If the financial guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the Contracting Authority. This financial guarantee shall remain valid until it is released by the Contracting Authority in accordance with Article 30.5 or Article 30.6, as appropriate. Where the Contractor is a public body the obligation for a financial guarantee may be waived depending on a risk assessment made.

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- 30.2. The financial guarantee shall be provided on the letterhead of the financial institution using the template provided in Annex VI.
  - 30.3. Should the financial guarantee cease to be valid and the Contractor fail to re-validate it, either a deduction equal to the amount of the pre-financing may be made by the Contracting Authority from future payments due to the Contractor under the contract, or the Contracting Authority shall give formal notice to the Contractor to provide a new guarantee on the same terms as the previous one. Should the Contractor fail to provide a new guarantee, the Contracting Authority may terminate the contract.
  - 30.4. If the contract is terminated for any reason whatsoever, the financial guarantee may be invoked forthwith in order to repay any balance still owed to the Contracting Authority by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatsoever.
  - 30.5. For fee-based contracts, the financial guarantee shall be released when the prefinancing is reimbursed in accordance with Article 29.1.
  - 30.6. For global price contracts, (i) if the contract is not divided between different outputs that the Contracting Authority can approve independently, or has a duration of less than two years, the financial guarantee shall remain in force until the final payment has been made, and (ii) if the contract has a duration of at least two years and if the budget is divided between different outputs that the Contracting Authority can approve independently, the financial guarantee shall be released when the prefinancing is reimbursed in accordance with Article 29.1.

### **ARTICLE 31. RECOVERY OF DEBTS FROM THE CONTRACTOR**

- 31.1. The Contractor undertakes to repay any amounts paid in excess of the final amount due to the Contracting Authority before the deadline indicated in the debit note which is 45 days from the issuing of that note.
- 31.2. Should the Contractor fail to make repayment within the above deadline; the Contracting Authority may (unless the Contractor is a government department or public body of an EU Member State) increase the amounts due by adding interest:
  - (a) at the rediscount rate applied by the central bank of the country of the Contracting Authority if payments are in the currency of that country,
  - (b) at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,on the first day of the month in which the time-limit expired, plus eight percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline, and the date on which the payment is actually made. Any partial payments shall first cover the interest thus established.

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- 31.3. Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the party's right to agree on payment in installments.
- 31.4. Bank charges arising from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.
- 31.5. Without prejudice to the prerogative of the Contracting Authority, if necessary, the European Union may as a donor proceed itself to the recovery by any means.

### **ARTICLE 32. REVISION OF PRICES**

- 32.1. The contract shall be at fixed prices, which shall not be revised.

### **ARTICLE 33. PAYMENT TO THIRD PARTIES**

- 33.1. Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 3. The assignment shall be notified to the Contracting Authority.
- 33.2. Notification of beneficiaries of the assignment shall be the sole responsibility of the Contractor.
- 33.3. In the event of a legally binding attachment of the property of the Contractor affecting payments due to it under the contract and without prejudice to the time limit laid down in Article 29, the Contracting Authority shall have 30 days, starting from the day when it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the Contractor.

### **BREACH OF CONTRACT, SUSPENSION AND TERMINATION**

#### **ARTICLE 34. BREACH OF CONTRACT**

- 34.1. Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.
- 34.2. Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:
- a) damages; and/or
  - b) termination of the contract.
- 34.3. Damages may be either:
- a) general damages; or
  - b) liquidated damages.
- 34.4. Should the Contractor fail to perform any of its obligations in accordance with the provisions of the contract, the Contracting Authority is without prejudice to its right under article 34.2, also entitled to the following remedies;
- a) suspension of payments; and/or
  - b) reduction or recovery of payments in proportion to the failure's extent.
- 34.5. Where the Contracting Authority is entitled to damages, it may deduct such damages from any sums due to the Contractor or call on the appropriate guarantee.

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- 34.6. The Contracting Authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

### **ARTICLE 35. SUSPENSION OF THE CONTRACT**

- 35.1. The Contractor shall, on the order of the Contracting Authority, suspend the execution of the contract or any part thereof for such time or times and in such manner as the Contracting Authority may consider necessary. The suspension shall take effect on the day the Contractor receives the order or at a later date when the order so provides.
- 35.2. Suspension of the contract in the event of presumed substantial errors or irregularities or fraud: The contract may be suspended in order to verify whether presumed substantial errors or irregularities or fraud occurred during the award procedure or the performance of the contract. If these are not confirmed, performance of the contract shall resume as soon as possible.
- 35.3. During the period of suspension, the Contractor shall take such protective measures as may be necessary.
- 35.4. Additional expenses incurred in connection with such protective measures may be added to the contract price, unless:
- a) otherwise provided for in the contract; or
  - b) such suspension is necessary by reason of some breach or default of the Contractor; or
  - c) the presumed substantial errors or irregularities or fraud mentioned in article 35.2 are confirmed and attributable to the Contractor.
- 35.5. The Contractor shall only be entitled to such additions to the contract price if it notifies the Project Manager, within 30 days after receipt of the order to suspend execution of the contract, of its intention to claim them.
- 35.6. The Contracting Authority, after consulting the Contractor, shall determine such additions to the contract price and/or extension of the period of performance to be granted to the Contractor in respect of such claim as shall, in the opinion of the Contracting Authority be fair and reasonable.
- 35.7. The Contracting Authority shall, as soon as possible, order the Contractor to resume the contract suspended or inform the Contractor that it terminates the contract. If the period of suspension exceeds 90 days and the suspension is not due to the Contractor's breach or default, the Contractor may, by notice to the Contracting Authority, request to proceed with the contract within 30 days, or terminate the contract.

### **ARTICLE 36. TERMINATION BY THE CONTRACTING AUTHORITY**

- 36.1. The Contracting Authority may, at any time and with immediate effect, subject to Article 36.8, terminate the contract, except as provided for under Article 36.2.
- 36.2. Subject to any other provision of these General Conditions the Contracting Authority may, by giving seven days' notice to the Contractor, terminate the contract in any of the following cases where:

- (a) the Contractor is in serious breach of contract for failure to perform its contractual obligations;
- (b) the Contractor fails to comply within a reasonable time with the notice given by the Project Manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
- (c) the Contractor refuses or neglects to carry out any administrative orders given by the Project Manager;
- (d) the Contractor assigns the contract or subcontracts without the authorisation of the Contracting Authority;
- (e) the Contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to that Contractor;
- (f) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the contract;
- (g) any other legal disability hindering performance of the contract occurs;
- (h) the Contractor fails to provide the required guarantees or insurance, or the person providing the earlier guarantee or insurance is not able to abide by its commitments;
- (i) the Contractor has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
- (j) it has been established by a final judgment or a final administrative decision or by proof in possession of the Contracting Authority that the Contractor has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings or has committed an irregularity;
- (k) the Contractor, in the performance of another contract financed by the EU budget/EDF funds, has been declared to be in serious breach of contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by the European Commission, the Contracting Authority, OLAF or the Court of Auditors;
- (l) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to substantial errors, irregularities or fraud;

- (m) the award procedure or the performance of another contract financed by the EU budget/EDF funds proves to have been subject to substantial errors, irregularities or fraud which are likely to affect the performance of the present contract;
- (n) the Contractor fails to perform its obligation in accordance with Article 8 and Article 9;
- (o) the Contractor is unable to provide a suitable replacement to an expert, the absence of which affects the proper performance of the contract.

The cases of termination under points (e), (i), (j), (l), (m) and (n) may refer also to persons who are members of the administrative, management or supervisory body of the Contractor and/or to persons having powers of representation, decision or control with regard to the Contractor.

The cases of termination under points (a), (e), (f), (g), (i), (j), (k), (l), (m) and (n) may refer also to persons jointly and severally liable for the performance of the contract.

The cases under points (e), (i), (j), (k), (l), (m) and (n) may refer also to subcontractors.

- 36.3. Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Contractor. The Contracting Authority may, thereafter, complete the services itself, or conclude any other contract with a third party, at the Contractor's own expense. The Contractor's liability for delay in completion shall immediately cease when the Contracting Authority terminates the contract without prejudice to any liability thereunder that may already have arisen.
- 36.4. Upon termination of the contract or when it has received notice thereof, the Contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and to reduce expenditure to a minimum.
- 36.5. The Project Manager shall, as soon as possible after termination, certify the value of the services and all sums due to the Contractor as at the date of termination.
- 36.6. The Contracting Authority shall not be obliged to make any further payments to the Contractor until the services are completed. After the services are completed, the Contracting Authority shall recover from the Contractor the extra costs, if any, of completing the services, or shall pay any balance still due to the Contractor.
- 36.7. If the Contracting Authority terminates the contract pursuant to Article 36.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the Contractor any loss it has suffered up to the value of the services which have not been satisfactorily completed unless otherwise provided for in the Special Conditions.

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- 36.8. Where the termination is not due to an act or omission of the Contractor, force majeure or other circumstances beyond the control of the Contracting Authority, the Contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.
- 36.9. This contract shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

### **ARTICLE 37. TERMINATION BY THE CONTRACTOR**

- 37.1. The Contractor may, after giving 14 days' notice to the Contracting Authority, terminate the contract if the Contracting Authority:
- a) fails for more than 120 days to pay the Contractor the amounts due after the expiry of the time limit stated in Article 29; or
  - b) consistently fails to meet its obligations after repeated reminders; or
  - c) suspends the progress of the services or any part thereof for more than 90 days for reasons not specified in the contract, or not attributable to the Contractor's breach or default.
- 37.2. Such termination shall be without prejudice to any other rights of the Contracting Authority or the Contractor acquired under the contract.
- 37.3. In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or damage the Contractor may have suffered. Such additional payment must not be such that the total payments exceed the amount specified in Article 2 of the contract.

### **ARTICLE 38. FORCE MAJEURE**

- 38.1. Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of *force majeure* which arise after the date of notification of award or the date when the contract becomes effective.
- 38.2. The term *force majeure*, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions.. A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspension of funding the contract.
- 38.3. Notwithstanding the provisions of Article 19 and Article 36, the Contractor shall not be liable for liquidated damages or termination for breach or default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of *force majeure*. The Contracting Authority shall similarly not be liable, notwithstanding the provisions of Article 29 and Article 37, for payment of interest on delayed payments, for non-performance or for termination by the Contractor for breach or default, if, and to the extent that,



the Contracting Authority's delay or other failure to perform its obligations is the result of *force majeure*.

- 38.4. If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall promptly notify the other party and the Project Manager giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Project Manager in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Contractor shall not put into effect such alternative means unless directed so to do by the Project Manager.
- 38.5. For a fee-based contract, if the Contractor incurs additional costs in complying with the Project Manager's directions or using alternative means under Article 38.4 the amount thereof shall be certified by the Project Manager.
- 38.6. If circumstances of *force majeure* have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the Contractor may by reason thereof have been granted, either party shall be entitled to serve upon the other 30 days' notice to terminate the contract. If at the expiry of the period of 30 days the situation of *force majeure* persists, the contract shall be terminated and, in consequence thereof under the law governing the contract, the parties shall be released from further performance of the contract.

### **ARTICLE 39. DECEASE**

- 39.1. If the Contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the Contracting Authority shall examine any proposal made by its heirs or beneficiaries if they have notified their wish to continue the contract.
- 39.2. Where the Contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the contract and the Contracting Authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 39.3. In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to implement the contract shall notify the Contracting Authority thereof within 15 days of the date of decease. The decision of the Contracting Authority shall be notified to those concerned within 30 days of receipt of such a proposal
- 39.4. Such persons shall be jointly and severally liable for the proper implementation of the contract to the same extent as the deceased Contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

### **SETTLEMENT OF DISPUTES AND APPLICABLE LAW**

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## **ARTICLE 40. SETTLEMENT OF DISPUTES**

- 40.1. The parties shall make every effort to settle amicably any dispute relating to the contract which may arise between them.
- 40.2. Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and any solution which it envisages, and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.
- 40.3. In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. If the European Commission is not a party to the contract, it may accept to intervene as conciliator. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.
- 40.4. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in the Special Conditions.

## **ARTICLE 41. APPLICABLE LAW**

- 41.1. This contract shall be governed by the law of the country of the Contracting Authority or, where the Contracting Authority is the European Commission, by the European Union law supplemented as appropriate by Belgian law.

## **DATA PROTECTION**

### **ARTICLE 42. DATA PROTECTION**

- 42.1. Any personal data included in the contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. The data shall be processed solely for the purposes of the performance, management and monitoring of the contract by the Contracting Authority without prejudice to possible transmission to the bodies charged with monitoring or inspection in application of EU law. The Contractor shall have the right to access his/her personal data and to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the Contracting Authority. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

- 42.2. Where the contract requires processing personal data, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.
- 42.3. The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. The Contractor shall limit access to the data to staff strictly needed to perform, manage and monitor the contract.
- 42.4. The Contractor undertakes to adopt technical and organisational security measures to address the risks inherent in processing and in the nature of the personal data concerned in order to:
- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
    - aa) unauthorised reading, copying, alteration or removal of storage media;
    - ab) unauthorised data input, unauthorised disclosure, alteration or erasure of stored personal data;
    - ac) unauthorised persons from using data-processing systems by means of data transmission facilities;
  - b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
  - c) record which personal data have been communicated, when and to whom;
  - d) ensure that personal data processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
  - e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
  - f) design its organisational structure in such a way that it meets data protection requirements.

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**TO SERVICE CONTRACT**  
**Annex VIII. - Site Inspection Protocol**

**Project Name:** Site Supervising for WWTP, Georgia  
**Project Number:**  
**Site location:** Tbilisi County  
**Date of Site Visit:** .....

The Consultant ..... *<insert full name and address>* hereby declare and confirm, that:

- (i) examined the site and surroundings where the Facilities are to be installed and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for supply and installation of the Facilities
- (ii) the costs of visiting the site shall be at the Consultant's own expense
- (iii) the Consultant and any of its personnel or agents will be granted permission by the CA to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Consultant, its personnel and agents will release and indemnify the CA, its personnel and agents from and against all liability in respect thereof and neither the CA, its personnel or agents will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection
- (iv) Consultant is aware of conditions on site, especially site roads, site connections, and material supply.

Signature of Consultant \_\_\_\_\_  
*<full name and signature for and behalf of Consultant >*

Signature of Contracting Authority \_\_\_\_\_  
*<full name and signature for and behalf of Contracting Authority>*

**Appendices to Site Visit Protocol**

Appendix No. 1 - Attendance List dated on .... (Company, full name of attendance, E-Mail)

Appendix No. 2 - Questions and Answers during Site Inspection *<if any>*

**Annex IX. - List of Documents for Approval or Review**

	<b>Document</b>	<b>Description</b>	<b>Copies</b>	<b>Language, status</b>	<b>Timing</b>	<b>Applicable GC, SC Article</b>
<b>A</b>	<b>Reports</b>					
A1	Monthly	Regularly monthly Progress Works Reports	4 hard	English <b>A</b>	monthly	Article 26
A2	Negotiations with Authorities	Reports regarding negotiations	1 hard	English <b>R</b>	14 days period	Article 26
<b>B</b>	<b>Other documents</b>					
B1	Insurance documents	All related Insurance Documents	2 hard	English <b>A</b>	before CD	Article 13

**Explanation Note**

CD: Commencement Date, A: Approval, R: Review

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## **Annex X. - SITE YARD FACILITIES FOR CA'S PURPOSE (FIELD OFFICE)**

### **General**

The CA shall establish a Site Office for the Consultant. Any written order or instruction of the CA or his duly authorized Representative shall be communicated to the Consultant at the Site Office and same shall be deemed to have been communicated to the Consultant at his legal address & head office so as to fulfil the requirements of Applicable Laws in Georgia.

The CA will, at his expense, arrange for, develop and maintain the various facilities and services indicated in the attached Project Site Facilities and Services Matrix at or near the Project Site, as applicable.

All facilities or services not specifically indicated as provided by the CA in the attached Project Site Facilities and Services Matrix, but required for the Works (including roads, assigned lay-down yard improvements, and access needed by the Consultant in the performance of the Works), shall be provided, maintained and removed when no longer required, by the Contractor. The provision or cessation of such Contractor provided facilities or services, and the erection, installation and removal thereof and/or of related equipment, requires the CA's Approval.

Unless otherwise agreed, the following Works and Services shall be provided by the Contractor at no cost to the Employer for carrying out complete erection Work under the Contract. The offices should be close to the site, and in a safe area, the location shall take into consideration also following criteria:

- workforce and community safety
- environmental constraints
- flood mapping
- proximity to the worksite
- potential impacts on local services
- traffic and roads, particularly safe all-weather access, and
- security.

From the Commencement of Works until the Provisional Acceptance Certificate, the Contractor shall establish, maintain, relocate and remove from the Site all the appropriate accommodations and facilities for the Employer's Staff as described below.

### **Space requirements**

The Contractor shall provide and maintain all temporary accommodation and equipment as may be necessary for all of the Employer's staff and his personnel employed at the Site. No space will be provided by the Contractor for the Employer's personnel inside the plant area.

### **Medical facilities**

The Contractor's medical facilities that are available at the Site will be extended for the Employer's use.

### **Access to Site Office**

The Contractor shall provide, if necessary or if required on the Site, temporary access thereto and shall alter, adapt and maintain the same as required from time to time. The Contractor shall take up and clear away the temporary access when no longer required and when directed by the Employer. All damages done to the access to the Employer's Site Office should be remedied by the Contractor.

### **Electricity**

The Contractor shall provide power for the Site Office free of cost for the purpose of the Contract. The

Contractor shall make its own further distribution arrangement; and the provision of temporary lighting and other facilities needed for the Site Office.

All temporary wiring for Site Office connection must comply with local regulations and shall be subject to the Employer's inspection/approval before connection to supply. The Contractor shall make its own arrangement for alternative source of power supply for the Site Office Facilities through deployment of adequate number of DG sets.

#### **Water**

The Contractor shall be provided with construction water for the Site Office free of cost for the purpose of the Contract. The Contractor shall make its own further distribution arrangement.

#### **Fencing, Guarding, Lighting etc.**

The Contractor shall be responsible for the proper fencing, guarding, lighting and security of whole area of Employer's Site Office and for the proper provision of temporary roads, sidewalks, guards and fences in this area as far as may be necessary for the proper function and purpose of Site Office Facilities. The Contractor's shall fence the yard area allocated to him with a 1.8m security fence to the satisfaction of the Employer.

#### **Communication Services**

The Contractor shall establish and maintain the internet connectivity for Employer's purpose. The Contractor will provide for an analogue / digital telephone line and connection point in the area assigned for Contractor's Site office.

The Contractor shall provide all wiring, hardware, and equipment from this point to points of use and shall pay all service charges for use of the telephone system. The number of lines will be determined by the Employer, subject to availability. The Contractor's application for telephone services shall be made in the form required by the Employer.

The Contractor shall make his own arrangements for radio communication at the Project Site, if required. The installation of radio communication equipment at the Project Site is subject to the Approval of the Employer.

#### **Post Box**

A post box for the receipt of external mail will be allocated for the Employer's use at the Employer's Project Site Office. The Employer shall be entitled to use this post box for general Project Works correspondence to the Contractor.

#### **General requirements on office space**

The Contractor shall provide and maintain a functional portakabins for Employer's activities for the whole period of implementations of the tasks (2 additional offices serving also as a meeting rooms).

Within his capacity, the Contractor shall build, furnish and maintain a Site Office in accordance with the following conditions for approx. 50 technicians.

The Employer shall be provided with a furnished office for his disposal agreed upon with the Employer (including expenses of electric power, heating and cleaning, water and sewage charges). The compensation shall not include expenses of printing, copying and telecommunication fees (local and international).

#### **Office equipment (portakabins)**

Portakabins shall be in the form of steel containers with adequate (or additional if necessary) thermal insulation. All rooms shall be equipped with adequate ventilation, day lighting and artificial lighting, including emergency lighting, and heating. All floors shall be fitted with highly resistant PVC or a thermoplastic top layer. All entrance doors shall be made of steel, with safety hardware and locks. For each door 4 keys will be provided; no other person than the Employer and his Staff shall dispose of spare keys.

All windows shall be secured against breaking in; the equipment shall include a doormat.

Each office shall be furnished with the following furniture and equipment according to the number of Employer's Staff:

- office desk 1.5x0,75 m with two pedestals and five lockable drawers (50 pcs)
- swivel chair with armrests (50 pcs)
- wooden bookcase 1.5x1x0.3 m with sliding glass door (10)
- lockable steel cabinet 2.0x0.9x0.45 m with adjustable shelves (20)
- lockable file-cabinet 0.6x0.45 m with four drawers (50)
- wall panel - blackboard 2x1 m (10 pcs)
- telephone (25 pcs)
- coat hangers; waste bin; fire extinguisher.

Equipment: electrics - 4 power plugs and 1 data plug for each working place, ceiling lighting in compliance with hygienic standards, 1 table fluorescent lamps, WI-FI connection 0-24 hours.

### **Meeting room**

The meeting rooms (2 rooms) shall be furnished with the following furniture and equipment:

- 1 table and chairs for 20-25 people
- hanger for 20-25 coats
- min. 20 power plugs
- min. 20 low-voltage current plugs
- WI-FI connection 0-24 hours.

### **The kitchenette**

The kitchenette shall be equipped with hot and cold water supply and furnished with the following: sink, draining board and washable workspace, cupboards and wall cupboards, 3 automatic electric kettle, 3 microwave oven, 40-50 cups and teaspoons, 40-50 glasses, 40-50 cutlery sets, waste bins, 4 refrigerator 200 ltr.

### **Toilet**

The toilet shall be furnished with: flush toilet and sink, mirror, soap dispenser, hand drier or roller towel or paper towel supply bin. There will be the closed type of the toilet. If a latrine is installed, it shall be emptied in an approved way. Sewage and solid waste will be disposed in an approved facility.

Where a septic tank is to be installed, the Contractor shall be responsible for its installation, regular emptying, etc., and its removal after the work termination.

### **General equipment to be provided by the Contractor**

The Contractor shall provide, maintain, store on the construction site, and make advanced measuring devices available for the Employer's Representatives intended for the control of executed construction Works.



No.	Item	Quantity
1	Cabinet for drawings	3 pc
2	Automatic levelling instruments, Staff 5 m long	2 pc
3	Water level, 1 m long	3 pc
4	100m laminate tape measure (open rewind spool)	3 pc
5	30m steel tape measure (open rewind spool)	5 pc
6	Sectioned layout pole, 2 m long	4 pcs
7	5 m pocket steel tape measure	10 pcs
8	Both-handed strike hammer and bowed hammer	1 pc
9	Sheet-metal wipeable board	1 pc
10	Board marker	5x3 pcs.
11	Line marker	as required
12	Book for recording measurements	as required
13	Dynamic panel 300 mm	1 pcs
14	Hammer for measuring concrete hardness	as required
15	Contact thermometer for concrete	as required
16	Plastic device for measuring concrete consistency	as required
17	Water gauge	2 pcs
18	Plummet	2 pcs
19	Watertight lamp incl. batteries as necessary	10 pcs
20	Thermometer (maximum-minimum)	1 pc
21	Safety helmet	10 pcs
22	Rubber boots	10 pairs
23	Safety vest	10 pcs

The Contractor shall provide an adequate number of workers for cleaning and basic maintenance of tools and to assist the Supervisor at measuring, controlling, testing or proving works executed by the Contractor.

After the handover, a report shall be elaborated with a detailed list of equipment, signed by the Contractor, Supervisor and the Employer.

**Computer equipment**

The Consultant shall provide all computer communication and office technology, incl. the delivery of copy machines, printers, scanners, etc. The Consultant shall operate with these at his own expenses and be responsible for them.

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## 1. BACKGROUND INFORMATION

### 1.1. Partner country

Georgia

### 1.2. Contracting Authority

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

### 1.3. Country background

< Provide an overview of the situation in the country as relevant to the proposed project. This should include any global or national economic and social factors that may affect the proposed project. >

### 1.4. Current situation in the sector

< Describe the current situation in the sector or institutional area in which the proposed project will operate. This section should be no longer than half a page. Include:

- national/local policies and strategies and/or economic data for the sector or institutional area;
- the origin and recent history of organisational structures, institutions and operating systems in the sector or institutional area; and, if appropriate and not covered elsewhere in these Terms of Reference:
- responsibilities and mandate of institutions;
- human resource capacity and constraints;
- infrastructure development;
- market development;
- information systems and flows;
- priority setting and decision making;
- access to identified, priority social groups;
- financial structures and flows.>

### 1.5. Related programmes and other donor activities

< Identify and describe the link, if any, between the proposed contract and the work and programmes carried out by other providers of external assistance in the same sector. >

## 2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

### 2.1. Overall objective

The overall objective of the project is to attain a sustainable, refurbished and upgraded WWTP, which facilitates improves living standards in the Georgia. The project aims at reducing heavy pollution through upgrade and extension of an existing WWTP, and completed within the contract sum and in a good workmanship quality based on Consultants deliveries.

### 2.2. Purpose

The Consultant will be appointed as a Site Supervisor and shall provide services, based on EC PRAG Conditions of the Contract, to include but not be limited to activities under ToR.

### **2.3. Results to be achieved by the Contractor**

< These may be presented either in order of importance or in chronological order, as appropriate >

< result 1 >

< result 2, etc >

## **3. ASSUMPTIONS & RISKS**

### **3.1. Assumptions underlying the project**

< Insert information from the Logical Framework prepared for the project as part of the Financing Proposal >

### **3.2. Risks**

< Insert information from the Logical Framework prepared for the project as part of the Financing Proposal >

## **4. SCOPE OF THE WORK**

### **4.1. General**

#### **4.1.1. Project description**

The Consultant shall conscientiously fulfill, to the highest professional standards, the role of the delegated powers by the Contracting Authority's Representative to supervise the construction of the works and to ensure that they are executed in accordance with the Conditions of Contract, Contracting Authority'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'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.

#### **4.1.2. Geographical area to be covered**

Tbilisi County, Georgia

#### **4.1.3. Target groups**

< As appropriate >

### **4.2. Specific work**

< A clear and detailed list of the tasks to be undertaken in order to achieve the contract objective and/or Contractor's job description. The tasks should be listed either in order of importance or in chronological order. If any task need to be paid on the basis of a lump sum (to be proposed by the tenderer), it should be clearly specified. The list of the tasks should include any reports that the Contractor must prepare (in addition to the interim and final reports referred to in Article 26 in Section General Service Contract **Error! Reference source not found.** of these Terms of Reference). Any tasks requiring specific expertise should be clearly identified. If appropriate, the time schedule for completing the various tasks should be stipulated here.

This section should contain only major managerial, economic, institutional, and technical requirements (+

criteria) regarding this project's activities. It may address the issue of splitting the project into phases, or organising it into distinct components. It should not be too prescriptive. It is up to tenderers to prepare their own detailed organisation and methodology and technical proposals to fulfil the general requirements set out in these Terms of Reference.

For contracts that include an element of supervision of progress of contractors on other contracts (e.g., works or supplies), the tasks of the supervisor should include a description of the types of checks to carry out. When the supervisor issues a certificate, he/she must be satisfied that relevant, reliable and sufficient evidence exists that:

- the tasks have been properly performed; and
- the amounts claimed by the contractor(s) to be supervised have actually been incurred, in line with the requirements of the contract he/she is supervising.

In preparing this section, focus should be placed on ensuring the sustainability and dissemination of project results. The Contractor must also comply with the latest Communication and Visibility Manual for EU External Action (see [https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions\\_en](https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en)). The compliance with this shall be made an output of the contract and the contractors shall include in its reporting what have been accomplished. >

[Add as an option: The Contractor shall ensure the capitalisation and sharing of knowledge related to the implementation of the project. It concerns observations of technical and pedagogical value, which are interesting for other professionals, and which do not infringe with the obligations of Article 14 of the General Conditions of the Contract. For sharing such information, the Contractor shall use the capacity4dev.eu web platform.]

### **4.3. Project management**

#### **4.3.1. Responsible body**

< Identify the specific department of the Contracting Authority / partner country (or its agent, if appropriate) which will be responsible for managing the contract / project >

#### **4.3.2. Management structure**

< Describe the management structure of the Contracting Authority / partner country administration, including all decision-making processes involved in managing this project. Include information on the basic management structure of the project (e.g. Project Management Unit, Steering Group) and project planning. Identify any decisions that may be taken by the Project Manager alone (as identified in Article 20 of the General Conditions) and any that must be authorised by, for example, a more senior colleague or project steering committee. >

#### **4.3.3. Facilities to be provided by the Contracting Authority and/or other parties**

< As appropriate >

## 5. LOGISTICS AND TIMING

### 5.1. Location

< Identify the location (i.e. city/town etc.) of the operational base for the project, any other location(s) where short-term inputs may be provided and/or where pilot projects may be established (e.g., regions or neighbouring countries with which cross-border cooperation is encouraged) >

### 5.2. Start date & period of implementation

The intended start date is <date> and the period of implementation of the contract will be <number> months from this date. Please see Articles 19.1 and 19.2 of the Special Conditions for the actual start date and period of implementation.

< If the intention is to award a contract for additional services depending on the outcome of the initial contract, such as for the second phase of a study or operation, this must be stated here. If it is possible to procure additional services by negotiated procedure, this must be clearly indicated, with their estimated cost. >

## 6. REQUIREMENTS

### 6.1. Staff

<Note that civil servants and other staff of the public administration, of the partner country or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.>

### 6.2. Key experts

<Identify the profiles sought for a minimum of 1 key expert which will typically be the team leader. The number of key experts may be extended up to a maximum of 4 key experts. The skills required may include professional and technical skills, team management skills, communication and facilitation skills, and/or language skills. While it is not necessary to identify all key positions in detail, it is recommended to be as clear as possible to guarantee a fair technical evaluation. Remember to set the scores in the evaluation grid accordingly. The precise time inputs of the experts shall be left to the discretion of tenderers as part of their technical proposal. However, it may be useful to identify a minimum input for the contribution of key experts. However no minimum input shall be defined for non-key experts.

When deciding on the profiles, equal access must be guaranteed and they must not create unjustified obstacles to competitive tendering. The profiles should be clear and non-discriminatory. For example, 'local expertise' may be required but not a 'local expert' (i.e. a national/resident of a country). Remember that participation in tendering procedures must be open on equal terms to all eligible persons (see point 11 in Contract notice). The minimum percentage of time which each expert should work in the partner country could be specified, e.g. 75 %, to avoid the scenario where experts spend a large proportion of their time outside the partner country to which they are supposedly giving technical advice.

The profile of the 'ideal expert' should not be described as it sets a threshold for acceptance of the offer. When choosing the criteria, consider the real minimum requirements and the availability of such experts on the market. The criteria should be as broad as possible. Quantifiable criteria should be drafted with vigilance. It is good practise to - where appropriate - add expressions such as 'a University degree in Economics or a relevant, directly related discipline, or equivalent' in order not to automatically disqualify offers with experts who have 40 years relevant experience but who lack a formal university degree; or 'preferably 10 years experience but a minimum of 5 years required'. The required years of experience should be decided with due care and not inflated. Focus instead on quality rather than on quantitative

aspects. Please specify carefully what the minimum requirement is and what the preferred requirement is. Bear in mind that if an expert does not meet the minimum requirements, he/she must be rejected. This means that the entire tender is rejected.>

**Key expert 1: - Team Leader (Main Expert)**

(i) Qualifications and skills

Must possess University Degree BSc (Civil Engineering) or equivalent and be a Registered Engineer and Registered Consulting Engineer with Engineers Board of Georgia. A Masters Degree will be an added advantage.

(ii) General professional experience

A minimum of 10 years practical post-qualification experience.

(iii) Specific professional experience

Must have extensive broad experience in WWTP Design works contract administration, evaluation of contractor's claims for at least 10 years and more specifically have recent service as a Project Engineer on at least (2) two WWTP construction contracts of comparable magnitude.

Knowledge of FIDIC contract procedure is mandatory. Required is a previous experience on WWTP projects in Central Asia region, Central Europe or in Balkan countries.

**Key expert 2: Expert for Civil engineering Works**

(i) Qualifications and skills

Must possess University Degree BSc (Civil Engineering). A Masters Degree will be an added advantage.

(ii) General professional experience

A minimum of 10 years practical post-qualification experience.

(iii) Specific professional experience

Must have extensive broad experience in WWTP Design works assessment (Civil Works) and more specifically have recent service as a Project Engineer on at least (2) two WWTP construction contracts of comparable magnitude. Must be experienced on-site inspection and works measurement of WWTP construction contracts.

Knowledge of FIDIC contract procedure is mandatory. Required is a previous experience on WWTP projects in Central Asia region, Central Europe or in Balkan countries.

**Key expert 3: Expert for Mechanical Works**

(i) Qualifications and skills

Must possess University Degree BSc (Civil Engineering). A Masters Degree will be an added advantage.

(ii) General professional experience

A minimum of 10 years practical post-qualification experience.

(iii) Specific professional experience

Must have extensive broad experience in WWTP Design works assessment (Mechanical Works) and more specifically have recent service as a Project Engineer on at least (2) two WWTP construction contracts of comparable magnitude. Must be experienced on-site inspection and works measurement of WWTP construction contracts.



Knowledge of FIDIC contract procedure is mandatory. Required is a previous experience on WWTP projects in Central Asia region, Central Europe or in Balkan countries.

**Key expert 4: Expert for Electrical Works**

(i) Qualifications and skills

Must possess University Degree BSc (Civil Engineering). A Masters Degree will be an added advantage.

(ii) General professional experience

A minimum of 10 years practical post-qualification experience.

(iii) Specific professional experience

Must have extensive broad experience in WWTP Design works assessment (Electrical Works) and more specifically have recent service as a Project Engineer on at least (2) two WWTP construction contracts of comparable magnitude. Must be experienced on-site inspection and works measurement of WWTP construction contracts.

Knowledge of FIDIC contract procedure is mandatory. Required is a previous experience on WWTP projects in Central Asia region, Central Europe or in Balkan countries.

[Guidance notes on expert inputs:

- 1) Working days: performance of the contract (and therefore payment) is based solely on working days. The Consultant will only be paid for days actually worked on the basis of the daily fee rate contained in the budget breakdown (Annex V). Tenderers must annex the 'Estimated number of working days' worksheet contained in the spread sheet for Annex V to their Organisation and Methodology (Annex III) to demonstrate the correspondence between the proposed methodology and the expert inputs.
- 2) It is unnecessary to stipulate the holiday provision for experts. This is for the tenderer to decide - see Article 22 of the General Conditions.
- 3) During the technical evaluation, the only aspect to be considered for the non-key experts is whether the number of working days estimated for each month for each type of expert proposed in the Organisation and Methodology (Annex III) are sufficient for the requirements of the Terms of Reference to be achieved. This is judged on the basis of the profiles identified in the Terms of Reference and/or the Organisation and Methodology.
- 4) The annual leave entitlement of the experts employed by a service provider is determined by their employment contract with the service provider and not by the service contract between the Contracting Authority and the Consultant. However, the Contracting Authority can decide when experts take their annual leave since this is subject to approval by the Project Manager, who will assess any such request according to the needs of the project while the contract is in progress. For obvious reasons, a day of annual leave is not considered to be a working day. All this is clearly stated in the General Conditions, Articles 21 and 22.
  - Everything is based on working days to avoid difficulties in identifying working weeks, national holidays, etc. in the partner country of a given contract.
  - The fee rates for all experts must include all the "administrative costs of employing the relevant experts, such as relocation and repatriation expenses [including flights to and from the partner country upon mobilisation and demobilisation], accommodation, expatriation allowances, leave, medical insurance and other employment benefits given to the experts by the Consultant'. This is why no further mention of an annual leave entitlement must be made in the service contract.
  - It may be important, though, to establish how many times each expert needs to travel (since travel is included in the fee rate, the number of flights will have an impact on that fee rate.)

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All experts must be independent and free from conflicts of interest in the responsibilities they take on.

### **6.3. Non-key experts**

[If only 1 key expert has been requested the Terms of Reference may have more elaborated information regarding the non key-experts.: The profiles of the non-key experts for this contract are as follows: These profiles must be defined, if applicable, in the budget (for example, where junior is less than X years of experience and senior is more than X years or experience).

CVs for non-key experts should not be submitted in the tender but the tenderer will have to demonstrate in their offer that they have access to experts with the required profiles.

The Contractor must select and hire other experts as required according to the profiles identified in the Organisation & Methodology <and/or these Terms of Reference>. It must clearly indicate the experts' profile so that the applicable daily fee rate in the budget breakdown is clear. All experts must be independent and free from conflicts of interest in the responsibilities they take on.

The selection procedures used by the Contractor to select these other experts must be transparent, and must be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel must be recorded. The selected experts must be subject to approval by the Contracting Authority before the start of their implementation of tasks..

### **6.4. Support staff & backstopping**

[As appropriate. The Contractor will provide support facilities to their team of experts (back-stopping) during the implementation of the contract.]

Backstopping and support staff costs must be included in the fee rates.

### **6.5. Office accommodation**

Office accommodation of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by [the Contractor] [the partner country] [the Contracting Authority]:

[Option 1 (If the office accommodation is to be provided by the Contractor):

The costs of the office accommodation are to be covered by the fee rates.]

[Option 2 (If the office accommodation is to be provided by the partner country):

No need for clarification]

[Option 3 (If the office accommodation is to be provided by the Contracting Authority - exceptionally only:

The costs of the office accommodation are to be covered by the provision for incidental expenditure. The cost per square metre must be in line with the prevailing local market rate for office accommodation of a reasonable standard.]

### **6.6. Facilities to be provided by the Contractor**

The Contractor must ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

< State what is required in terms of supplies, services, documentation, logistical support, etc. for the success of the contract, indicating the source (i.e., Contractor / partner country / Contracting Authority / ... ).

Provide as much detail as possible, especially for items to be provided by the Contractor within the fee rates of its experts. >

### **6.7. Equipment**

No equipment is to be purchased on behalf of the Contracting Authority / partner country as part of this service contract or transferred to the Contracting Authority / partner country at the end of this contract. Any equipment related to this contract that is to be acquired by the partner country must be purchased by means of a separate supply tender procedure.

### **6.8. Incidental expenditure**

The provision for incidental expenditure covers ancillary and exceptional eligible expenditure incurred under this contract. It cannot be used for costs that should be covered by the Contractor as part of its fee rates, as defined above. Its use is governed by the provisions in the General Conditions and the notes in Annex V to the Contract.

It covers:

- Travel costs and subsistence allowances for missions, outside the normal place of posting, undertaken as part of this contract.
- < Item 2, etc. Do not give any financial estimates >

The provision for incidental expenditure for this contract is EUR <amount>. This amount must be included unchanged in the Budget breakdown.

Daily subsistence costs may be reimbursed for missions foreseen in these terms of reference or approved by the Contracting Authority, and carried out by the contractor's authorised experts, outside the expert's normal place of posting.

The per diem is a flat-rate maximum sum covering daily subsistence costs. These include accommodation, meals, tips and local travel, including travel to and from the airport. Taxi fares are therefore covered by the per diem. Per diem are payable on the basis of the number of hours spent on the mission by the contractor's authorised experts for missions carried out outside the expert's normal place of posting. The per diem is payable if the duration of the mission is 12 hours or more.

The per diem may be paid in half or in full, with 12 hours = 50% of the per diem rate and 24 hours = 100% of the per diem rate. Any subsistence allowances to be paid for missions undertaken as part of this contract must not exceed the per diem rates published on the website - [http://ec.europa.eu/europeaid/work/procedures/implementation/per\\_diems/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/index_en.htm)

- at the start of each such mission.

The Contracting Authority reserves the right to reject payment of per diem for time spent travelling if the most direct route and the most economical fare criteria have not been applied.

Prior approval by the Contracting Authority for the use of the incidental expenditure is not needed [with the exception of < specify the item >]. Please note that prior approval should only be requested exceptionally.

### **1. Guidance notes on estimating the provision for incidental expenditure:**

The general rule is that the items included under the incidental expenditures should be kept at a minimum. All costs relating to the provision of experts (including travel to/from the partner country and subsistence once there, apart from missions specified in these Terms of Reference) must be included in the fee rates. The explicit explanation in the notes to the budget breakdown is as follows:

- the provision for incidental expenditure does not cover travel to/from the partner country for experts (other than for missions within the contract).

These mobilisation and demobilisation costs are included in the fee rates. No distinction should be made

between key/non-key experts. The only per diem rates and travel costs that should be covered by the provision for incidental expenditure are those relating to missions which are required by these Terms of Reference.

Remember that the amount given in the Terms of Reference as the provision for incidental expenditure is simply an upper limit on the incidental costs. It need not be estimated exactly and it does not matter that the actual costs are more or less than the estimated amounts of the components, within a reasonable margin of error.

No detailed calculation of the provision for incidental expenditure must appear anywhere in the Terms of Reference or in the tender dossier, otherwise the amounts identified become legally binding.

Please note that if the contract is to be implemented in high risk or particularly dangerous countries, the budget for the incidental expenditures must be increased with the cost for specific security measures such as extra insurance, training or extra security activities. The responsibility for the specific security measures is with the contractor through the signed contract which contains funds in the incidental expenditures which is outside of competition in the tender procedure. Please specify the security under point 6.5 above

#### **6.9. Lump sums**

[Fee-based contracts may include activities paid under the basis of lump sums (e.g. of a fee-based contract for training, where the trainings would be paid on a fee-based basis, and where the development of the training material would be paid on a lump sum basis). If activities paid under lump sums are required, please highlight them in this section.]

[If not applicable: No lump sums are foreseen in this contract.]

#### **6.10. Expenditure verification**

The provision for expenditure verification covers the fees of the auditor charged with verifying the expenditure of this contract in order to proceed with the payment of any pre-financing instalments and/or interim payments.

The provision for expenditure verification for this contract is EUR < amount >. This amount must be included unchanged in the Budget breakdown.

This provision cannot be decreased but can be increased during execution of the contract.

## **7. REPORTS**

#### **7.1. Reporting requirements**

Please see Article 26 of the General Conditions. Not obligatory for contracts of less than 12 months: [Interim reports must be prepared every six months during the period of implementation of the tasks. They must be provided along with the corresponding invoice, the financial report and an expenditure verification report defined in Article 28 of the General Conditions.] There must be a final report, a final invoice and the financial report accompanied by an expenditure verification report at the end of the period of implementation of the tasks. The draft final report must be submitted at least one month before the end of the period of implementation of the tasks. Note that these interim and final reports are additional to any required in Article 26 in Section General Service Contract **Error! Reference source not found.** of these Terms of Reference.

Each report must consist of a narrative section and a financial section. The financial section must contain details of the time inputs of the experts, incidental expenditure and expenditure verification.

[Adapt as necessary: To summarise, in addition to any documents, reports and output specified under the duties and responsibilities of each key expert above, the Contractor shall provide the following reports:

<b>Name of report</b>	<b>Content</b>	<b>Time of submission</b>
Inception Report	Analysis of existing situation and work plan for the project	No later than 1 month after the start of implementation
6-month Progress Report	Short description of progress (technical and financial) including problems encountered; planned work for the next 6 months accompanied by an invoice and the expenditure verification report.	No later than 1 month after the end of each 6-month implementation period.
Draft Final Report	Short description of achievements including problems encountered and recommendations.	No later than 1 month before the end of the implementation period.
Final Report	Short description of achievements including problems encountered and recommendations; a final invoice and the financial report accompanied by the expenditure verification report.	Within 1 month of receiving comments on the draft final report from the Project Manager identified in the contract.

]

### **7.2. Submission & approval of reports**

< Number (for environmental reasons, request as few paper copies as possible) > copies of the reports referred to above must be submitted to the Project Manager identified in the contract. The reports must be written in English. The Project Manager is responsible for approving the reports.

< Please state here any other specific requirements. In direct management, as a standard practice the Partner country should be involved in commenting on and approving the reports. In the absence of comments or approval by the Partner country within the set deadline, the reports are deemed to be approved. >

## **8. MONITORING AND EVALUATION**

### **8.1. Definition of indicators**

< Specific performance measures chosen because they provide valid, useful, practical and comparable measures of progress towards achieving expected results. Can be quantitative: measures of quantity, including statistical statements; or qualitative: judgements and perception derived from subjective analysis. >

### **8.2. Special requirements**

< As appropriate.>

\* \* \*

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## 1. BACKGROUND INFORMATION

### 1.1. Partner country

Georgia

### 1.2. Contracting Authority

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

### 1.3. Country background

< Provide an overview of the situation in the country as relevant to the proposed project. This should include any global or national economic and social factors that may affect the proposed project. >

### 1.4. Current situation in the sector

< Describe the current situation in the sector or institutional area in which the proposed project will operate. This section should be no longer than half a page. Include:

- national/local policies and strategies and/or economic data for the sector or institutional area;
- the origin and recent history of current organisational structures, institutions and operating systems in the sector or institutional area;  
and, if appropriate and not covered elsewhere in these Terms of Reference:
- responsibilities and mandate of institutions;
- human resource capacity and constraints;
- infrastructure development;
- market development;
- information systems and flows;
- priority setting and decision making;
- access to identified, priority social groups;
- financial structures and flows. >

### 1.5. Related programmes and other donor activities

< Identify and describe the link, if any, between the proposed contract and the work and programmes carried out by other sources of external assistance in the same sector >

## 2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

### 2.1. Overall objective

The overall objective of the project is to attain a sustainable, refurbished and upgraded WWTP, which facilitates improves living standards in the Georgia. The project aims at reducing heavy pollution through upgrade and extension of an existing WWTP, and completed within the contract sum and in a good workmanship quality based on Consultants deliveries.

### 2.2. Purpose

The Consultant will be appointed as a Site Supervisor and shall provide services, based on EC PRAG Conditions of the Contract, to include but not be limited to activities under ToR.

### 2.3. Results to be achieved by the Contractor

< These may be presented either in order of importance or in chronological order, as appropriate >  
< result 1 >



< result 2, etc >

### **3. ASSUMPTIONS & RISKS**

#### **3.1. Assumptions underlying the project**

< Insert information from the Logical Framework prepared for the project as part of the Financing Proposal >

#### **3.2. Risks**

< Insert information from the Logical Framework prepared for the project as part of the Financing Proposal >

### **4. SCOPE OF THE WORK**

#### **4.1. General**

##### **4.1.1. Description of the assignment**

The Consultant shall conscientiously fulfill, to the highest professional standards, the role of the delegated powers by the Contracting Authority's Representative to supervise the construction of the works and to ensure that they are executed in accordance with the Conditions of Contract, Contracting Authority'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'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.

##### **4.1.2. Geographical area to be covered**

Tbilisi County, Georgia

##### **4.1.3. Target groups**

< As appropriate >

#### **4.2. Specific work**

< A clear and detailed list of the tasks to be undertaken in order to achieve the contract results and/or Contractor's job description. The tasks should be listed either in order of importance or in chronological order. The list of tasks should make reference to any reports which the Contractor must prepare described in Section 7 of these Terms of Reference. Any tasks requiring specific expertise should be clearly identified. If appropriate, the time schedule for completing the various tasks should be stipulated here.

This section should contain only major managerial, economic, institutional, and technical requirements (+criteria) for this project. It may address the issue of splitting the project into phases, or organising it into distinct components. It should not be too prescriptive. It is up to tenderers to prepare their own detailed organisation and methodology and technical proposals to fulfil the general requirements set out in these Terms of Reference.

In preparing this section, focus should be placed on ensuring the sustainability and dissemination of project results. The Contractor must also comply with the latest Communication and Visibility Manual for

EU External Actions concerning acknowledgement of EU financing of the project.

(See [https://ec.europa.eu/europeaid/communication-and-visibility-manual-eu-external-actions\\_en](https://ec.europa.eu/europeaid/communication-and-visibility-manual-eu-external-actions_en). >

### **4.3. Project management**

#### **4.3.1. Responsible body**

< Identify the specific department of the Contracting Authority / partner country (or its agent, if appropriate) which will be responsible for managing the contract / project >

#### **4.3.2. Management structure**

< Describe the management structure of the Contracting Authority / partner country administration, including all decision-making processes involved in managing this project. Include information on the basic management structure of the project (e.g., Project Management Unit, Steering Group) and project planning. Identify any decisions that may be taken by the Project Manager alone (as identified in Article 8 of the Special Conditions) and any that must be authorised by, for example, a more senior colleague or project steering committee >

#### **4.3.3. Facilities to be provided by the Contracting Authority and/or other parties**

< As appropriate >

## **5. LOGISTICS AND TIMING**

### **5.1. Location**

< If applicable, identify the location (i.e., city/town) of the operational base for the project >

### **5.2 Start date & Period of implementation of tasks**

The intended start date is <date> and the period of implementation of the contract will be < number > months from this date. Please see Articles 19.1 and 19.2 of the Special Conditions for the actual start date and period of implementation.

<If the intention is to award a contract for additional services depending on the outcome of the initial contract, such as for the second phase of a study or operation, this must be stated here. If it is possible to procure additional services by negotiated procedure, this must be clearly indicated, with their estimated cost. >

## **6. REQUIREMENTS**

### **6.1. Staff**

Note that civil servants and other staff of the public administration of the partner country, or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

### **6.2. Key experts**

The default situation is that there are no key experts defined in the Terms of Reference. However, depending on the particularities of the project, the contract may require key experts. If key experts are required they shall sign a Statement of Exclusivity and Availability. If the contract does not require any key experts the profiles of non-key experts may be more elaborated. Please note that only key-experts are approved before the contract signature. Please choose between the options below.

[Option 1 - when the mission consists in a well-defined technical output, e.g. design documents for an

investment project. In that case, provided the contractor has got internal capacities, the professional responsibility should lead the contractor to select the best possible staff in order to deliver the expected results: Key experts are not required.]

[Option 2 - Useful when the mission requires soft skills and a good understanding of the local context, e.g. drafting a piece of legislation or a reform proposal, which requires talking to various stakeholders, building trust and listening to them. In such case, facilitation and communication skills should be an asset. Key experts are defined and they must submit CVs and signed Statements of Exclusivity and Availability.]

All experts who have a crucial role in implementing the contract are referred to as key experts. The profiles of the key experts for this contract are as follows:

Identify the profiles sought for a minimum of 1 key expert which will typically be the team leader. The number of key experts may be extended to a maximum of 4 key experts. The skills required may include professional technical skills, team management skills, communication and facilitation skills, and/or language skills. While it is not necessary to identify all key positions in detail, it is recommended to be as clear as possible to guarantee a fair technical evaluation.

When deciding on the profiles, equal access must be guaranteed and they must not create unjustified obstacles to competitive tendering. The profiles should be clear and non-discriminatory. For example, 'local expertise' may be required but not a 'local expert' (i.e. a national/resident of a country). Remember that participation in tendering procedures must be open on equal terms to all eligible persons (see point 11 in Contract notice).

The profile of the 'ideal expert' should not be described as it sets a threshold for acceptance of the offer. When choosing the criteria, consider the real minimum requirements and the availability of such experts on the market. The criteria should be as broad as possible. Quantifiable criteria should be drafted with vigilance. It is good practise to - where appropriate - add expressions such as 'a University degree in Economics or equivalent' in order not to automatically disqualify offers with experts who have 40 years relevant experience but who lack a formal university degree; or 'preferably 10 years' experience but a minimum of 5 years required'. The required years of experience should be decided with due care and not be inflated. Focus instead on quality than on quantitative aspects. Please specify carefully what the minimum requirement is and what the preferred requirement is. The composition of the team of experts should be balanced to ensure that all aspects of the contract set out in these Terms of Reference, including cross-cutting issues, are covered.

#### **Key expert 1: Team Leader (Main Expert)**

(i) Qualifications and skills

Must possess University Degree BSc (Civil Engineering) or equivalent and be a Registered Engineer and Registered Consulting Engineer with Engineers Board of Georgia. A Masters Degree will be an added advantage.

(ii) General professional experience

A minimum of 10 years practical post-qualification experience.

(iii) Specific professional experience

Must have extensive broad experience in WWTP Design works contract administration, evaluation of contractor's claims for at least 10 years and more specifically have recent service as a Project Engineer on at least (2) two WWTP construction contracts of comparable magnitude.

Knowledge of FIDIC contract procedure is mandatory. Required is a previous experience on WWTP projects in Central Asia region, Central Europe or in Balkan countries.

**Key expert 2: Expert for Civil engineering Works**

(i) Qualifications and skills

Must possess University Degree BSc (Civil Engineering). A Masters Degree will be an added advantage.

(ii) General professional experience

A minimum of 10 years practical post-qualification experience.

(iii) Specific professional experience

Must have extensive broad experience in WWTP Design works assessment (Civil Works) and more specifically have recent service as a Project Engineer on at least (2) two WWTP construction contracts of comparable magnitude. Must be experienced on-site inspection and works measurement of WWTP construction contracts.

Knowledge of FIDIC contract procedure is mandatory. Required is a previous experience on WWTP projects in Central Asia region, Central Europe or in Balkan countries.

**Key expert 3: Expert for Mechanical Works**

(i) Qualifications and skills

Must possess University Degree BSc (Civil Engineering). A Masters Degree will be an added advantage.

(ii) General professional experience

A minimum of 10 years practical post-qualification experience.

(iii) Specific professional experience

Must have extensive broad experience in WWTP Design works assessment (Mechanical Works) and more specifically have recent service as a Project Engineer on at least (2) two WWTP construction contracts of comparable magnitude. Must be experienced on-site inspection and works measurement of WWTP construction contracts.

Knowledge of FIDIC contract procedure is mandatory. Required is a previous experience on WWTP projects in Central Asia region, Central Europe or in Balkan countries.

**Key expert 4: Expert for Electrical Works**

(i) Qualifications and skills

Must possess University Degree BSc (Civil Engineering). A Masters Degree will be an added advantage.

(ii) General professional experience

A minimum of 10 years practical post-qualification experience.

(iii) Specific professional experience

Must have extensive broad experience in WWTP Design works assessment (Electrical Works) and more specifically have recent service as a Project Engineer on at least (2) two WWTP construction contracts of comparable magnitude. Must be experienced on-site inspection and works measurement of WWTP construction contracts.

Knowledge of FIDIC contract procedure is mandatory. Required is a previous experience on WWTP projects in Central Asia region, Central Europe or in Balkan countries.

### **6.3. Other experts, support staff & backstopping**

< As appropriate. CVs for experts other than the key experts should not be submitted in the tender but the tenderer will have to demonstrate in their offer that they have access to experts with the required profiles. The Contractor shall select and hire other experts as required according to the needs. The selection procedures used by the Contractor to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The costs for backstopping and support staff, as needed, are considered to be included in the tenderer's financial offer. >

### **6.4. Office accommodation**

As appropriate: Office accommodation for each expert working on the contract is to be provided by [the Contractor] [the partner country] [the Contracting Authority].

### **6.5. Facilities to be provided by the Contractor**

The Contractor shall ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.< State what is required in terms of supplies, services, documentation, logistical support, etc. for the success of the contract, indicating the source (i.e. Contractor / partner country / Contracting Authority / ... )>..

### **6.6. Equipment**

No equipment is to be purchased on behalf of the Contracting Authority / partner country as part of this service contract or transferred to the Contracting Authority / partner country at the end of this contract. Any equipment related to this contract which is to be acquired by the partner country must be purchased by means of a separate supply tender procedure.

## **7. REPORTS**

### **7.1. Reporting requirements**

The Contractor will submit the following reports in <language> in one original and <number (for environmental reasons, request as few paper copies as possible) > copies:

- **Inception Report** of maximum 12 pages to be produced after <one week, or other reasonable deadline> from the start of implementation. In the report the Contractor shall describe e.g. initial findings, progress in collecting data, any difficulties encountered or expected in addition to the work programme and staff travel. The Contractor should proceed with his/her work unless the Contracting Authority sends comments on the inception report.
- <Please indicate here if interim reports are required. As a reminder, article 29 of the General Conditions indicate that annual interim payments can be envisaged for global price service contracts of a duration of more than two years, on the basis of approval of interim reports proving that specific objectives have been reached>.
- **Draft final report** of maximum <number> pages (main text, excluding annexes) [ in the format given in annex < ...>]. This report shall be submitted no later than one month before the end of the period of implementation of tasks.
- **Final report** with the same specifications as the draft final report, incorporating any comments received from the parties on the draft report. The deadline for sending the final report is <number>

days after receipt of comments on the draft final report. The report shall contain a sufficiently detailed description of the different options to support an informed decision on <.....>. The detailed analyses underpinning the recommendations will be presented in annexes to the main report. The final report must be provided along with the corresponding invoice.

< Any other relevant information for the reports>.

#### **7.2. Submission and approval of reports**

The report referred to above must be submitted to the Project Manager identified in the contract. The Project Manager is responsible for approving the reports.

< Please specify here any other specific requirements. In direct management, as a standard practice the Partner country needs to be involved in the comments and the approval of the reports. In the absence of comments or approval by the Partner country within the set deadline, the reports are deemed to be approved.>

## **8. MONITORING AND EVALUATION**

### **8.1. Definition of indicators**

< Specific performance measures chosen because they provide valid, useful, practical and comparable measures of progress towards achieving expected results. Can be quantitative: measures of quantity, including statistical statements; or qualitative: judgements and perception derived from subjective analysis. >

### **8.2. Special requirements**

< As appropriate.>

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## **ANNEX II. - TERMS OF REFERENCE (TOR)**

### **Site Supervising - detail description**

#### **General**

The Consultant shall conscientiously fulfill, to the highest professional standards, the role of the delegated powers by the Contracting Authority's Representative to supervise the construction of the works and to ensure that they are executed in accordance with the Conditions of Contract, Contracting Authority'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's activities are divided into following tasks:

- e) general project management related functions;
- f) pre-construction activities including review of Design Works (design of Design company, Contractor's Design Works);
- g) activities during implementation of tasks - site supervising and related activities;
- h) reporting.

#### **A. GENERAL PROJECT MANAGEMENT RELATED FUNCTIONS**

The Consultant is responsible for the following:

1. Establish a system acceptable to the Contracting Authority 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 Contracting Authority 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 Contracting Authority in issuing the payment certificates;
15. Maintain records on payment made by the Contracting Authority 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 Contracting Authority requirements and specific points related to the tasks of Designer.

The Consultant shall attend to the following and report to the Contracting Authority 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 Contracting Authority's Requirements and advise the Contracting Authority 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 Contracting Authority requirements and specific points related to the Contractor's design.

The Consultant shall attend to the following and report to the Contracting Authority 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 Contracting Authority's Requirements and advise the Contracting Authority accordingly.



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### **C. ACTIVITIES DURING IMPLEMENTATION OF TASKS**

#### **Inspection and testing at the Contractor's Works**

The Consultant with the Contracting Authority'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 Contracting Authority;
5. Review of test reports on laboratory test results submitted by the Contractor.

#### **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 Contracting Authority'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 Contracting Authority 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 Contracting Authority.

#### **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 Contracting Authority 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 Contracting Authority and submit a detailed completion report to the Contracting Authority;
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 Contracting Authority;
8. Prepare the Project Completion Report and submit to the Contracting Authority.

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

1. The Contracting Authority 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 Contracting Authority 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 Contracting Authority, 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 Contracting Authority 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 Contracting Authority and submit after the expiry date of the Defects Notification Period, to the Contracting Authority 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 Contracting Authority 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 Contracting Authority, addressed to the General Manager (Design and Construction), within 7 (seven) days after the end of the reporting month. All reports shall be prepared in accordance to Article 26. (Interim and Final Reports) of the Contract.

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 Contracting Authority 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 Contracting Authority 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 Contracting Authority'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 advise the Contracting Authority;
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 Contracting Authority 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 Contracting Authority. 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 Contracting Authority 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 Contracting Authority.

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

**Operation & Maintenance Manuals**

The Consultant shall review and approve in consultation with the Contracting Authority, 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.

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## **ANNEX III: ORGANISATION & METHODOLOGY**

### **To be completed by the tenderer**

Please provide the following information:

#### **1. RATIONALE**

- Any comments you have on the Terms of Reference for the successful execution of activities, in particular regarding the objectives and expected results, thus demonstrating the degree of understanding of the contract. Your opinion on the key issues related to the achievement of the contract objectives and expected results.
- An explanation of the risks and assumptions affecting the execution of the contract.

#### **2. STRATEGY**

- An outline of the approach proposed for contract implementation.
- A list of the proposed tasks you consider necessary to achieve the contract objectives.
- Inputs and outputs.

#### **3. BACKSTOPPING**

- A description of the support facilities (back-stopping) that the contractor will provide to the team of experts during execution of the contract. The back-up function will be assessed in the evaluation and should be carefully explained in the organisation and methodology, including the list of staff, units, capacity of permanent staff regularly intervening as experts on similar projects, provision of expertise in the region/country or origin as well as partner countries, organisational structure, etc. which are supposed to ensure that function, as well as the available quality systems and knowledge capitalisation methods and tools, within the respective members of the consortium.
- A description of any subcontracting arrangements with a clear indication of the tasks that will be entrusted to subcontractors and a statement by the tenderer guaranteeing the eligibility of subcontractors.

#### **4. INVOLVEMENT OF ALL MEMBERS OF THE CONSORTIUM**

- If a tender is submitted by a consortium, a description of the input from each member of the consortium and the distribution and interaction of tasks and responsibilities between them. Furthermore, the involvement of all members of the consortium will be considered added value in the tender evaluation. If the tender is submitted by a single company, the total of available points for this part in the evaluation grid will be allocated.

#### **5. TIMETABLE OF WORK**

- The timing, sequence and duration of the proposed tasks, taking into account travel time.
- The identification and timing of major milestones in executing the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of Reference.

- The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilised.

[For fee-based contracts:

- The expected number of working days required from each category of expert each month during the period of execution of the contract (using the Excel spreadsheet linked to the Budget breakdown).]

Guidance notes on expert inputs:

## **6. LOG FRAME**

A logical framework reflecting the considerations described in items 1 - 3 (see the Project Cycle Management Manual available from the PCM Home page:

[https://ec.europa.eu/europeaid/aid-delivery-methods-project-cycle-management-guidelines-vol-1\\_en](https://ec.europa.eu/europeaid/aid-delivery-methods-project-cycle-management-guidelines-vol-1_en) ).

**ANNEX IV: KEY EXPERTS**

<b>Name of expert</b>	<b>Proposed position</b>	<b>Years of experience</b>	<b>Age</b>	<b>Educational background</b>	<b>Specialist areas of knowledge</b>	<b>Experience in beneficiary country</b>	<b>Languages and degree of fluency (VG, G, W)</b>

## CURRICULUM VITAE

**Proposed role in the project:**

Family name:

First names:

Date of birth:

Nationality:

Civil status:

Education:

Institution (Date from - Date to)	Degree(s) or Diploma(s) obtained:

**Language skills:** Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)

Language	Reading	Speaking	Writing

Membership of professional bodies:

Other skills: (e.g. Computer literacy, etc.)

Present position:

Years within the firm:

Key qualifications: (Relevant to the project)

Specific experience in the region:

Country	Date from - Date to



Professional experience

Date from - Date to	Location	Company & reference person <sup>36</sup> (name & contact details)	Position	Description

Other relevant information (e.g., Publications)

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<sup>41</sup> The Contracting Authority reserves the right to contact the reference persons. If you cannot provide a reference, please provide a justification.

## ANNEX V: BUDGET

**Global price:** [EUR] or [<ISO code of national currency> for direct management only] <amount>

[Option 1: Please include a price breakdown based on the outputs/deliverables in the Terms of Reference.]

[Option 2: The above amount must not be broken down further.]

**BUDGET FEE**

	Notes	Estimated number of working days	Fee rate [EUR] [<ISO code of NC>] per working day	Amount [EUR] [<ISO code of NC>]
<b><i>FEES (including overheads):</i></b>	1			
<b><i>Key experts</i></b>	2.4			
- Expert 1: Team Leader (Main Expert)				0.00
- Expert 2: Expert for Civil engineering Works				0.00
- Expert 3: Expert for Mechanical Works				0.00
- Expert 4: Expert for Electrical Works				0.00
				0.00
				0.00
				0.00
<b><i>Non key experts</i></b>	3.4			0.00
- Expert on geology, hydro-geology				0.00
- Surveyor				0.00
				0.00
				0.00
				0.00
<b><i>Total fees (including overheads)</i></b>				0.00
<b><i>PROVISION FOR INCIDENTAL EXPENDITURE:</i></b>	5			
<b><i>LUMP SUMS</i></b>	6			
- Activity 1				0.00
[-Activity 2]				
[-Activity 3]				
<b><i>PROVISION FOR EXPENDITURE VERIFICATION</i></b>	7			
<b>MAXIMUM CONTRACT VALUE</b>				<b>0.00</b>

## NOTES

### All fee rates must cover:

- the remuneration actually paid to the experts concerned per working day
- administrative costs of employing the relevant experts, such as relocation and repatriation expenses, accommodation, expatriation allowances, leave, insurances and security arrangements and other employment benefits accorded to the experts by the Contractor
- the margin, covering the Contractor's overheads, profit and backstopping facilities
- any other expenditure which is needed to implement the contract and which is not covered elsewhere

Expert who is defined as instrumental in the Terms of Reference and who are subject to evaluation as part of the tender

Expert who is not defined as instrumental in the Terms of Reference and who is approved by the Project Manager by administrative order

The annual leave entitlement of experts must not exceed 60 calendar days per year.

Note that the input of experts must be given in full working days

### Provision for incidental expenditure:

- all incidental expenditure incurred in the course of the contract as required by the Terms of Reference is to be invoiced at actual cost
- any cost related to the payment of an incidental expenditure is included, such as bank charges
- supporting documentation need not be submitted at the time interim invoices are presented for payment but must be retained for seven years after the final payment is made by the Contracting Authority
- the provision for incidental expenditure does not cover travel to/from the partner country for experts (other than for missions identified in the Terms of Reference).
- any air travel must be by economy class while long distance train travel may be by 1st class.
- Costs for CO<sub>2</sub> offsetting of air travel may be included. CO<sub>2</sub> offsetting shall in that case be achieved by supporting CDM/Gold Standard projects (evidence must be included as part of the supporting documents) or through airplane company programmes when available. Indicate the place of departure and the destination. If information is not available, enter a global amount.
- the subsistence costs to experts on missions with a duration of 12 hours or more away from the normal place of posting. The per diem is paid for each 12 hour period away from the normal place of posting. Per 12 hours mission it may not exceed 50% of the per diem rate published on [http://ec.europa.eu/europeaid/work/procedures/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/index_en.htm)
- the Contracting Authority reserves the right to reject payment of per diem for time spent travelling if the most direct route and the most economical fare criteria have not been applied
- specific security measures in high risk countries as quoted in the Incidental Expenditures in the Terms of Reference.
- The financial evaluation of tenders only considers the total fees and eventual lump sums, since the provision for incidental expenses must be the amount stated in Clause 6.5 of the Terms of reference. Please refer to Section 6 of the Terms of reference to identify what is to be included in fees and what may be covered by the provision for incidental expenditure in this contract.

### Lump sums

- Fee-based contracts may include activities paid on the basis of lump sums
- If activities paid under lump sums are required, these have to be expressed in the Terms of Reference and detailed in the Budget breakdown.

### Provision for expenditure verification

- must cover expenditures incurred in the course of the contract for expenditure verifications undertaken by external auditors cannot be decreased in the course of the contract

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year 1
<i>Number of full working days</i>													
<b>Key experts</b>													0
- Expert 1: Team Leader													0
- Expert 2: Expert on Civil engineering Works													0
- Expert 3: Expert on Mechanical Works													
- Expert 4: Expert on Electrical Works													
<b>Non key experts</b>													
- Expert on geology, hydro-geology													
- Surveyor													
[- Senior experts]													0
[- Junior experts]													0

**STATEMENT OF EXCLUSIVITY AND AVAILABILITY<sup>37</sup>**

**PUBLICATION REF:** \_\_\_\_\_

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer < tenderer name > in the above-mentioned service tender procedure. This includes that I will not be proposed as a replacement expert in this tender procedure. I declare that I am able and willing to work for the period(s) set for the position for which my CV has been included if this tender is successful, namely:

<b>From</b>	<b>To</b>	<b>Availability</b>
< start of period 1 >	< end of period 1 >	[full time] [part time]
< start of period 2 >	< end of period 2 >	[full time] [part time]
< etc. >		

I confirm that I do not have a confirmed engagement<sup>38</sup> as key expert in another EU/EDF-funded project, or any other professional activity, incompatible in terms of capacity and timing with the above engagements.

By making this declaration, I understand that I am not allowed to offer my services as an expert to any other tenderer participating in this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders will be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the EU/EDF.

I also declare that I am not in a situation of conflict of interest or unavailability and commit to inform the tenderer(s) of any change in my situation.

I acknowledge that I have no contractual relations with the Contracting Authority and in case of dispute concerning my contract with the Contractor I shall address myself to the latter and/or to the competent jurisdictions.

[For information, I have signed a Statement of Exclusivity and Availability for the following tender(s):

<b>Tender reference</b>	<b>Submission deadline for the tender</b>	<b>Tendered engagement</b>
< tender reference >	< date >	[full time] [part time]
< tender reference >	< date >	[full time] [part time]
< etc. >		

Should I receive a confirmed engagement I declare that I will accept the first engagement offered to me chronologically. Furthermore I will notify the tenderer immediately of my unavailability.]

<sup>37</sup> To be completed by all key experts.

<sup>38</sup> The engagement of an expert is confirmed if the expert is committed to work as a key expert under a signed contract financed by the EU general budget or the EDF or if he/she is a key expert in a tender which has received a notification of award. The date of confirmation of the engagement in the latter case is that of the notification of award to the Contractor.

<sup>18</sup> Only the proportion carried out by the legal entity may be used as reference.

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

## **ANNEX VI: PRE-FINANCING GUARANTEE FORM**

### **For the attention of**

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

**referred to below as the “Contracting Authority”**

**Subject: Guarantee No...**

Financing Guarantee for the repayment of pre-financing payable under contract <Contract number and title> (please quote number and title in all correspondence)

We, the undersigned, <name and address of financial institution > hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety, on behalf of <name and address of the Contractor>, hereinafter referred to as “the Contractor”, the payment to the Contracting Authority of < amount of the pre-financing> corresponding to the pre-financing as mentioned in Article 29 of the General Conditions of the contract < Contract number and title > concluded between the Contractor and the Contracting Authority, hereinafter referred to as “the Contract”.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the Contractor has not repaid the pre-financing on request or that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the Contract. We note that the guarantee will be released in accordance with Article 30 of the General Conditions [and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)]<sup>33</sup>.

[Any request to pay under the terms of the guarantee must be countersigned by the Head of Delegation of the European Union or his designated empowered deputy as per the applicable Commission rules. In case of a temporary substitution of the Contracting Authority by the Commission, any request to pay will only be signed by the representative of the Commission, namely whether the Head of Delegation, his designated empowered deputy, or the authorised person at headquarters' level. (The whole paragraph should be deleted when the Contracting Authority is the European Commission).]

The law applicable to this guarantee shall be that of < If the Contracting Authority is the European Union: Belgium] [If the Contracting Authority is an authority in the partner country: < the country of the Contracting Authority or the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of [If the Contracting Authority is the European Union: Belgium]

[If the Contracting Authority is an authority in the partner country: < the country in which the financial institution issuing the guarantee is established>].

This guarantee will come into force and will take effect on receipt of the pre-financing payment in the account designated by the Contractor to receive payments.



Name: ..... Position: .....  
Signature<sup>34</sup>: ..... Date: <Date>

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34 The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.



## FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

<b>BANKING DETAILS ①</b>	
ACCOUNT NAME ②	
IBAN/ACCOUNT NUMBER ③	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	
<b>ADDRESS OF BANK BRANCH</b>	
STREET & NUMBER	
TOWN/CITY	
COUNTRY	
	POSTCODE <span style="background-color: black; height: 20px; width: 100px;"></span>
	BRANCH CODE ④ <span style="background-color: black; height: 20px; width: 100px;"></span>

<b>ACCOUNT HOLDER'S DATA</b>	
AS DECLARED TO THE BANK	
ACCOUNT HOLDER	
STREET & NUMBER	
TOWN/CITY	
COUNTRY	
	POSTCODE <span style="background-color: black; height: 20px; width: 100px;"></span>

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤

DATE (Obligatory)
SIGNATURE OF ACCOUNT HOLDER (Obligatory)

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.

- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.



THIS "LEGAL ENTITY" SHEET MUST BE COMPLETED AND SIGNED, AND SUBMITTED TOGETHER WITH A LEGIBLE PHOTOCOPY OF THE IDENTITY DOCUMENT

## LEGAL ENTITY

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### NATURAL PERSON

**I. PERSONAL DATA**

FAMILY NAME(S) ①

FIRST NAME(S) ①

DATE OF BIRTH     
DD MM YYYY

PLACE OF BIRTH  COUNTRY OF BIRTH

TYPE OF IDENTITY DOCUMENT  
 IDENTITY CARD     PASSPORT     DRIVING LICENCE ②     OTHER ③

ISSUING COUNTRY

IDENTITY DOCUMENT NUMBER

PERSONAL IDENTIFICATION NUMBER ④

PERMANENT PRIVATE ADDRESS

POSTCODE  P.O. BOX  CITY

REGION ⑤  COUNTRY

PRIVATE PHONE

PRIVATE E-MAIL

**II. BUSINESS DATA**

If YES, please provide business data and attach copies of official supporting documents

Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?  
 YES                      NO

BUSINESS NAME   
 (if applicable)

VAT NUMBER

REGISTRATION NUMBER

PLACE OF REGISTRATION: CITY   
 COUNTRY

DATE

SIGNATURE

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- ① As indicated on the official document.
- ② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.
- ③ Failing other identity documents: residence permit or diplomatic passport.
- ④ See table with corresponding denominations by country.
- ⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

**TABLE WITH CORRESPONDING FIELD DENOMINATION BY COUNTRY**

ISO CODE	PERSONAL IDENTIFICATION NUMBER
AT	N/A
BE	N° d'identification du Registre national / Identificatienummer van het Rijksregister
BG	ЕГН- Единен граждански номер (ЕГН) Edinen grazhdanski nomer
CY	N/A
CZ	Rodné číslo (RČ)
DE	N/A
DK	Personnummer (Da. CPR, Det Centrale Personregister)
EE	Isikukood (IK)
ES	Documento Nacional de Identidad (DNI)/Numero de identificacion fiscal(NIF)/Id.N°
FI	Finnish: Henkilötunnus (HETU), Swedish: Personbeteckning
FR	N/A
GR	N/A
HR	Osobni identifikacijski broj (OIB)
HU	N/A
IE	N/A
IT	Codice fiscal
LT	Asmens kodas
LU	N/A
LV	Personas kods

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<b>MT</b>	Identify card number
<b>NL</b>	Burgerservicenummer (BSN)
<b>PL</b>	Powszechny Elektroniczny System Ewidencji Ludności (PESEL)
<b>PT</b>	Nº identificação civil
<b>RO</b>	Cod Numeric Personal (CNP)
<b>SE</b>	Personnummer
<b>SI</b>	Enotna matična številka občana (EMŠO)
<b>SK</b>	Rodné číslo (RČ)



PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

**LEGAL ENTITY**

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

**PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM**

<b>OFFICIAL NAME ①</b>	[REDACTED]		
<b>BUSINESS NAME (if different)</b>	[REDACTED]		
<b>ABBREVIATION</b>	[REDACTED]		
<b>LEGAL FORM</b>	[REDACTED]		
<b>ORGANISATION TYPE</b>	FOR PROFIT NON FOR PROFIT      NGO ② YES      NO		
<b>MAIN REGISTRATION NUMBER ③</b>	[REDACTED]		
<b>SECONDARY REGISTRATION NUMBER (if applicable)</b>	[REDACTED]		
<b>PLACE OF MAIN REGISTRATION</b>	<b>CITY</b>	[REDACTED]	
	<b>COUNTRY</b>	[REDACTED]	
<b>DATE OF MAIN REGISTRATION</b>	[REDACTED]	[REDACTED]	[REDACTED]
	DD	MM	YYYY
<b>VAT NUMBER</b>	[REDACTED]		
<b>ADDRESS OF HEAD OFFICE</b>	[REDACTED]		
<b>POSTCODE</b>	[REDACTED]	<b>P.O. BOX</b>	[REDACTED]
		<b>CITY</b>	[REDACTED]
<b>COUNTRY</b>	[REDACTED]	<b>PHONE</b>	[REDACTED]
<b>E-MAIL</b>	[REDACTED]		

**DATE**

[REDACTED]

**STAMP**

[REDACTED]

**SIGNATURE OF AUTHORISED REPRESENTATIVE**

[REDACTED]



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- 
- ① National denomination and its translation in EN or FR if existing.
  - ② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.
  - ③ Registration number in the national register of companies. See table with corresponding field denomination by country.

**TABLE WITH CORRESPONDING FIELD DENOMINATION BY COUNTRY**

ISO CODE	MAIN REGISTRATION NUMBER
<b>AT</b>	Firmenbuchnummer (FN) Zentrale Vereinregister (ZVR-Zahl) Ordnungsnummer
<b>BE</b>	Numéro d'entreprise Ondernemingsnummer Unternehmensnummer
<b>BG</b>	Булстат (Bulstat Code) Единен идентификационен код (ЕИК/ПИК) Unified Identification Code (UIC)
<b>CY</b>	Αριθμός Εγγραφής Αριθμός Μητρώου
<b>CZ</b>	Identifikační číslo (IČO)
<b>DE</b>	Handelsregister Genossenschaftsregister (Nummer de Firma)  Vereinsregister (Nummer des Vereins) Nummer der Partnerschaft (Partnerschaftsregister)
<b>DK</b>	Det centrale virksomhedsregister (CVR-nummer)
<b>EE</b>	Registrikood
<b>ES</b>	HOJA number
<b>FI</b>	Yritys- ja yhteisötunnus (Y-tunnus) Företags- och organisationsnummer (FO-nummer) Business Identity code (Business ID)
<b>FR</b>	Immatriculation au Registre de Commerce et de Sociétés (RCS)  Système Informatique du Répertoire des Entreprises (SIRENE)
<b>GB</b>	Company number
<b>GR</b>	ΑΡΙΘΜΟΣ Γ.Ε.ΜΗ ( Γενικού Εμπορικού Μητρώου)  Δικηγορικός Σύλλογος Αθηνών ( .Σ.Α)
<b>HR</b>	Matični broj subjekta (MBS) Pod registarskim Brojem  Matični broj obrta (MBO) Registarski Broj kakladnog

<b>HU</b>	Cégjegyzékszám
<b>IE</b>	Company number Grouping registration number in Ireland
<b>IT</b>	Repertorio Economico Amministrativo (REA)
<b>LT</b>	Kodas
<b>LU</b>	Registre de commerce et des sociétés RCS Numéro d'immatriculation Handelsregisternummer
<b>LV</b>	Vienotais Reģistrācijas Numurs
<b>MT</b>	Registration number Register of Voluntary Organisation (Identification number)
<b>NL</b>	Kamer van Koophandel (KvK-nummer) Dossiernummer
<b>PL</b>	REGON
<b>PT</b>	Numero de identificação de pessoa colectiva (NIPC)
<b>RO</b>	Numar de ordine in registrul comertului Numarul inscrierii in registrul special
<b>SE</b>	Organisationsnummer
<b>SI</b>	Matična številka
<b>SK</b>	Identifikačné číslo (ICO)



## LEGAL ENTITY

PRIVACY STATEMENT

[http://ec.europa.eu/budget/library/contracts\\_grants/info\\_contracts/privacy\\_statement\\_en.pdf](http://ec.europa.eu/budget/library/contracts_grants/info_contracts/privacy_statement_en.pdf)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### PUBLIC LAW BODY ①

OFFICIAL NAME ②	[REDACTED]				
ABBREVIATION	[REDACTED]				
MAIN REGISTRATION NUMBER ③	[REDACTED]				
SECONDARY REGISTRATION NUMBER (if applicable)	[REDACTED]				
PLACE OF MAIN REGISTRATION	CITY	[REDACTED]	[REDACTED]	COUNTRY	[REDACTED]
DATE OF MAIN REGISTRATION	DD	MM	YYYY		
VAT NUMBER	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
OFFICIAL ADDRESS	[REDACTED]				
POSTCODE	[REDACTED]	P.O. BOX	[REDACTED]	CITY	[REDACTED]
COUNTRY	[REDACTED]	[REDACTED]	[REDACTED]	PHONE	[REDACTED]
E-MAIL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

DATE [REDACTED]

STAMP [REDACTED]

SIGNATURE OF AUTHORISED REPRESENTATIVE [REDACTED]

PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (RESOLUTION, LAW, REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

① Public law body WITH LEGAL PERSONALITY, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).

- ② National denomination and its translation in EN or FR if existing.
- ③ Registration number in the national register of the entity.



**LEGAL ENTITY**

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en)

**PUBLIC ENTITY**

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<b>VAT N°</b>	<p><i>IF THIS FIELD IS COMPLETED, PLEASE ATTACH AN OFFICIAL VAT DOCUMENT</i></p>		
<b>PLACE OF REGISTRATION</b>			
<b>DATE OF REGISTRATION</b>			
<b>REGISTRATION N°</b>			
<b>PHONE</b>	<input type="text"/>	<b>FAX</b>	<input type="text"/>

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<b>THIS "LEGAL ENTITY" FORM SHOULD BE COMPLETED, SIGNED, STAMPED AND RETURNED TOGETHER WITH:</b>	
DATE	STAMP
SIGNATURE NAME + FUNCTION OF AUTHORISED REPRESENTATIVE	

- 7. A COPY OF THE RESOLUTION, LAW, DECREE OR DECISION ESTABLISHING THE ENTITY IN QUESTION;
- 8. OR, FAILING THAT, ANY OTHER OFFICIAL DOCUMENT ATTESTING TO THE ESTABLISHMENT OF THE ENTITY BY THE NATIONAL AUTHORITIES

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## TERMS OF REFERENCE FOR AN EXPENDITURE VERIFICATION OF A SERVICE CONTRACT (FEE-BASED) - EXTERNAL ACTIONS OF THE EUROPEAN UNION

<b>HOW TO USE THIS TERMS OF REFERENCE MODEL?</b>
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<i>The parts of the ToR presented in &lt;.....&gt; (e.g. &lt;name of the contractor&gt; must be completed by the contractor.</i>
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The following are the terms of reference ('ToR') on which *<name of the Contractor>* 'the Contractor' agrees to engage *<name of the audit firm>* 'the Auditor' to perform an expenditure verification and to report in connection with a European Union financed fee-based service contract for external actions concerning *<title and number of the service contract>* (the 'Service Contract').

Where in these ToR the 'Contracting Authority' is mentioned this refers to *<the European Commission or name of another contracting authority>* which has signed the Service Contract with the Contractor and finances the services. The Contracting Authority is not a party to this agreement.

### 1.1 Responsibilities of the Parties to the Engagement

'The **Contractor**' refers to the entity that is receiving the funds for the services and that has signed the Service Contract with the Contracting Authority.

- The Contractor is responsible for providing a Financial Report for the services financed by the Service Contract which complies with the terms and conditions of the Service Contract and for ensuring that this Financial Report can be reconciled to the Contractor's accounts and records in respect of these services. The Contractor is responsible for providing sufficient and adequate information, both financial and non-financial, in support of the Financial Report.
- The Contractor accepts that the ability of the Auditor to perform the procedures required by this engagement effectively depends upon the Contractor providing full and free access to Contractor's staff and its accounts and records.
- '**The Auditor**' is responsible for performing the agreed-upon procedures as specified in these ToR, and for submitting a report of factual findings to the Contractor. '*Auditor*' refers to the audit firm contracted for this engagement and in particular to the partner or other person in the audit firm who is responsible for the engagement and for the report that is issued on behalf of the firm, and who has the appropriate authority from a professional, legal or regulatory body.

By agreeing these ToR the Auditor confirms that he/she meets at least one of the following conditions:

- The Auditor and/or the firm is a member of a national accounting or auditing body or institution which in turn is member of the International Federation of Accountants (IFAC).
- The Auditor and/or the firm is a member of a national accounting or auditing body or institution. Although this organisation is not member of the IFAC, the Auditor commits him/herself to undertake this engagement in accordance with the IFAC standards and ethics set out in these ToR.
- The Auditor and/or the firm is registered as a statutory auditor in the public register of a public oversight body in an EU member state in accordance with the principles of public oversight set out in Directive



2006/43/EC of the European Parliament and of the Council (this applies to auditors and audit firms based in an EU member state)<sup>39</sup>.

- The Auditor and/or the firm is registered as a statutory auditor in the public register of a public oversight body in a third country and this register is subject to principles of public oversight as set out in the legislation of the country concerned (this applies to auditors and audit firms based in a third country).

### **1.1 Subject of the Engagement**

The subject of this engagement is the Contractor's invoice dated <dd Month yyyy> and the [interim] [final]; Financial Report in connection with the Service Contract for the period covering <dd Month yyyy to dd Month yyyy>. The activities performed by the Contractor under the Service Contract are [technical assistance] [studies] [training] and [designs] in accordance with the terms and conditions of the Service Contract.

Annex 1 to these ToR contains information about the Service Contract.

### **1.3 Reason for the Engagement**

The Contractor is required to submit to the Contracting Authority an expenditure verification report produced by an external auditor accompanied by the Contractor's invoice and in support of the payment requested by the Contractor under Article 29.1 of the General Conditions of the Service Contract. The Authorising Officer of the Commission requires this report as he makes the payment of the invoice and of the fees and expenditure claimed conditional on the factual findings of this report.

### **1.4 Engagement Type and Objective**

This expenditure verification is an engagement to perform certain agreed-upon procedures with regard to the Financial Report for the Service Contract. The objective of this expenditure verification is for the Auditor to carry out the specific procedures listed in Annex 2A of these ToR and to submit to the Contractor a report of factual findings with regard to the specific verification procedures performed. Verification means that the Auditor examines the factual information in the Financial Report and the invoice of the Contractor and compares it with the terms and conditions of the Service Contract. As this engagement is not an assurance engagement the Auditor does not provide an audit opinion and expresses no assurance.

The Contracting Authority assesses for itself the factual findings reported by the Auditor and draws its own conclusions from these factual findings.

### **1.5 Standards and Ethics**

The Auditor shall undertake this engagement in accordance with:

- the International Standard on Related Services ('ISRS') 4400 *Engagements to perform Agreed-upon Procedures regarding Financial Information* as promulgated by the IFAC;
- with the IFAC *Code of Ethics for Professional Accountants* (developed and issued by IFAC's *International Ethics Standards Board for Accountants (IESBA)*), which establishes fundamental ethical principles for Auditors with regard to integrity, objectivity, independence, professional competence and due care, confidentiality, professional behaviour and technical standards. Although ISRS 4400 provides that independence is not a requirement for agreed-upon procedures engagements, the Contracting Authority requires that the Auditor is independent from the Contractor and complies with the independence requirements of the IFAC *Code of Ethics for Professional Accountants*.

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<sup>39</sup> Directive 2006/43 of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts, amending Council Directives 78/660/EEC and 83/349/EEC and repealing Council Directive 84/253 EEC

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## 1.6 Procedures, Evidence and Documentation

The Auditor plans the work so that an effective expenditure verification can be performed. The Auditor performs the procedures listed in Annex 2A of these ToR ('Listing of specific procedures to be performed') and applies the guidelines in Annex 2B (Guidelines for specific procedures to be performed). The evidence to be used for performing the procedures in Annex 2A is all financial and non-financial information which makes it possible to examine the expenditure claimed by the Contractor in the Financial Report. The Auditor uses the evidence obtained from these procedures as the basis for the report of factual findings. The Auditor documents matters which are important in providing evidence to support the report of factual findings, and evidence that the work was carried out in accordance with ISRS 4400 and these ToR.

## 1.7 Reporting

The report on this expenditure verification should describe the purpose, the agreed-upon procedures and the factual findings of the engagement in sufficient detail in order to enable the Contractor and the Contracting Authority to understand the nature and extent of the procedures performed by the Auditor and the factual findings reported by the Auditor.

The use of the Model Report for an Expenditure Verification of an EC Service Contract (fee-based) in Annex 3 of these ToR is compulsory. This report should be provided by the Auditor to *<name of the Contractor>* within *<number of working days to be indicated by the Contractor>* working days after the day of signature of these ToR.

## 1.8 Other Terms

The fee for this engagement shall be *<fee amount and currency>*

The Contractor may want to agree a fixed fee for the engagement or otherwise. The Contractor should specify any reimbursable expenses and allowances (e.g. travelling, other) agreed with the Auditor and whether VAT and/or other relevant taxes are included in the fees/expenses.

The Contractor and the Auditor can use this section to agree any other specific terms.

**Annex 1** Information about the Service Contract

**Annex 2A** Listing of specific procedures to be performed

**Annex 2B** Guidelines for specific procedures to be performed

**Annex 3** Model report for an expenditure verification of an EC service contract (fee-based)

**For the Contractor:**

Signature  
<name and capacity>  
<date>

**For the Auditor:**

Signature  
<name and capacity>  
<date>

**Annex 1 Information about the Service Contract**  
**[Annex to be completed by the Contractor]**

<b>Information about the Service Contract</b>	
Reference number and date of the Service Contract	<Contracting Authority's reference of the Contract>
Service contract title	Site Supervising for Waste Water Treatment Plant
Country	Tbilisi County, Georgia
Contractor	<full name and address of the Contractor as per the Service Contract>
Legal basis for the Contract	
Start date of the Contract	
End date of the Contract	
Maximum Contract value	<amount in Art.(3) of the Special Conditions of the Service Contract>
Total amount of the invoice and invoice date	<provide the total amount as per the Contractor's invoice subject of this verification and the invoice date>
Total amount invoiced to the Contracting Authority to date	<provide the total amount invoiced by the Contractor, the number of invoices and the invoice dates and references>
Total amount received to date by the Contractor from Contracting Authority	<Total amount received as per dd.mm.yyyy>
Contracting Authority	United Water Supply Company of Georgia, 76b Pshavela Ave, 0186 Tbilisi, Georgia
European Commission	<provide the name, position/title, phone and E-mail of the contact person in the Delegation of the Commission in the country concerned, or if applicable at Headquarters>
Auditor	<Name and address of the audit firm and names/positions of the auditors>

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## **Annex 2A - Listing of the specific procedures to be performed**

*[This Annex is a standard listing of specific procedures to be performed and it shall not be modified]*

### **1. General Procedures**

#### **1.1 Terms and Conditions of the Service Contract**

The Auditor obtains an understanding of the terms and conditions of the Service Contract by reviewing the Service Contract and its annexes and other relevant information, and by inquiry of the Contractor. The Auditor obtains a copy of the original Service Contract (signed by the Contractor and the Contracting Authority) with its annexes. The Auditor obtains and reviews the Report (which includes a narrative and a financial section) as per Article 26.1 of the General Conditions.

#### **1.2 Financial Report and Invoice for the Service Contract**

The Auditor verifies that the Contractor's invoice and Financial Report comply with the following conditions of Article 26 of the General Conditions of the Service Contract:

- The format of the Financial Report should be as notified to the Contractor by the Project Manager during the period of implementation of the tasks (Article. 26.1)
- All invoices for a fee-based contract must be accompanied by an up to date Financial Report. The structure of the interim or final Financial Report should be the same as that of the contractually approved budget (Annex V). The Financial Report should indicate, at a minimum, the expenditure of the reporting period, the cumulative expenditure and the balance available.

#### **1.3 Rules for Accounting and Record keeping**

The Auditor examines - when performing the procedures listed in Annex 2A - whether the Contractor has complied with the following rules for accounts and record keeping of Article 24 of the General Conditions of the Service Contract:

- The Contractor must keep full accurate and systematic records and accounts in accordance with the specific conditions of Article 24.1;
- The Contractor must keep timesheets in accordance with the specific conditions of Article 24.2.

#### **1.4 Reconciling the Financial Report to the Contractor's Accounts and Records**

The Auditor reconciles the information in the invoice and the Financial Report to the Contractor's accounts and records in respect of the services.

#### **1.5 Exchange Rates**

The Auditor verifies that amounts of fees and other expenditure incurred in a currency other than the Euro have been converted in accordance with the specific conditions of Article 29.5 of the General Conditions the Service Contract.

### **2. Procedures to verify conformity of Fees and Expenditure with the Budget and Analytical Review**

#### **2.1 Budget of the Service Contract**

The Auditor carries out an analytical review of the expenditure headings in the Financial Report and verifies that the budget in the Financial Report corresponds with the budget of the Service Contract (authenticity and authorisation of the initial budget) and that the fees and expenditure incurred were indicated in the budget of the Service Contract.

#### **2.2 Amendments to the Budget of the Service Contract**

The Auditor verifies whether there have been amendments to the budget of the Service Contract. Where this is the case the Auditor verifies that the conditions of Articles 20.1 and 20.2 of the General Conditions of the

Service Contract were respected and that an addendum to the Service Contract (Article 20.1) or an Administrative Order (Article 20.2) exists.

### **3. Procedures to verify Fees and Expenditure**

#### **3.1 Eligibility of Fees**

The Auditor verifies the eligibility of the fees with the terms and conditions of the Service Contract set out below.

##### **3.1.1 Verification of time charged to the Service Contract**

###### **3.1.1.1 Timesheets for the Contractor's Personnel**

The Auditor verifies that:

- (1) Time (number of days / hours worked) charged to the Service Contract for the Contractor's personnel (i.e. team leaders, senior and junior experts) corresponds to timesheets maintained by the Contractor in accordance with the criteria for records of (Article 24 of the General Conditions).
- (2) Timesheets were approved by the Project Manager or any person authorised by the Contracting Authority or by the Contracting Authority itself on a monthly basis (Article 24.2 of the General Conditions).
- (3) Timesheets cover time periods that fall within the implementation period of the Service Contract (Article 5 of the Special Conditions).
- (4) Time (number of days / hours worked) charged to the Service Contract for the Contractor's personnel has not already been charged in a previous Financial Report and invoice submitted by the Contractor for payment by the Contracting Authority.
- (5) Time charged to the Service Contract relates to the Contractor's personnel mentioned in the Budget for the Service Contract. The Auditor reviews variances between estimated time for the Contractor's personnel in the budget and actual time charged and obtains explanations from the Contractor for substantial variances. In cases of substantial overruns the Auditor verifies that such overruns have been properly authorised (Article 20 of the General Conditions).
- (6) The total number of days / hours on timesheets has been correctly calculated. For this purpose the Auditor may use a sample (e.g. recalculating (sub) totals for a number of the Contractor's personnel and for a number of months).

###### **3.1.1.2 The Contractor's personnel is employed or contracted by the Contractor and approved by the Contracting Authority**

The Auditor verifies that:

- (1) The Contractor's personnel (i.e. team leaders, senior and junior experts) for who time has been charged to the Service Contract was actually employed by the Contractor in the period covered by the timesheets. For this purpose the Auditor examines supporting evidence such as employment contracts. For personnel contracted by the Contractor (e.g. independent experts and free-lancers) the Auditor examines supporting evidence such as contracts. The Auditor also verifies that there is agreement by the Contracting Authority that contracted personnel (i.e. key experts and non-key experts) can work for the Service Contract. For this purpose the Auditor verifies that key experts are listed in Annex IV of the Service Contract (see point (3) below) and that appropriate evidence (i.e. administrative orders) exists for non-key experts (see point (4) below). The Auditor can examine supporting evidence on a sample basis (e.g. for a number of months).

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- (2) The salaries and fees of the Contractor's personnel for who time has been charged to the Service Contract were actually incurred and paid by the Contractor in the period covered by the timesheets. For this purpose the Auditor examines payroll information (e.g. salary statements and pay slips) for staff employed by the Contractor. For personnel contracted by the Contractor (i.e. key experts and non-key experts) the Auditor examines supporting evidence relating to the charging of fees and payment (e.g. invoices and proof of payment). The Auditor can examine supporting evidence on a sample basis (e.g. for a number of months).
  - (3) Key experts for who time has been charged to the contract are listed in Annex IV (key experts) of the Service Contract, that CVs are included in this Annex and that signed addendums to the Service Contract exist for key experts who have been replaced by other ones (Article 20 of the General Conditions).
  - (4) The Contractor has informed the Contracting Authority of all experts other than key experts for who time has been charged to the Service Contract and that there is a written approval of the Project Manager for the appointment and replacement of these experts (Article 16 and 17 of the General Conditions).

### **3.1.1.3 The Contractor's personnel has carried out activities for the Service Contract**

- (1) In addition to the procedures under 3.1.1.1 and 3.1.1.2 the Auditor obtains evidence, including where available independent, third-party evidence, that time charged for the Contractor's personnel (i.e. team leaders, senior and junior experts) pertains to Service Contract activities. Evidence includes but is not limited to:
  - Statements (written and oral) from the Project Manager and where available from EU Delegation Officials;
  - Monitoring and evaluation reports and memo's obtained from the EU Delegation;
  - Reports and documents drawn up by the Contractor and approved by the Contracting Authority (Article 27 of the General Conditions) as well as other activity reports and memo's produced by the Contractor and the Contractor's personnel;
  - Minutes and records of meetings of the Contractor and the Contractor's personnel with project staff, the Project Manager and EU Delegation staff;
  - Correspondence of the Contractor and the Contractor's personnel with project staff, the Project Manager and EU Delegation staff;
  - Visas and work and residence permits issued by the partner country for the Contractor's personnel as well as proof of insurance cover (e.g. medical, liability) kept by the Contractor;
  - Reports and data compiled or prepared by the Contractor in the performance of the Service Contract as specified in Article 14 of the General Conditions;
  - Complaints and comments, if any, of project staff, Project Manager and EU Delegation staff with regard to the quality and quantity of the services performed by the Contractor;
  - Any other evidence which the Auditor considers appropriate.
- (2) The Auditor reports that evidence was obtained which makes it plausible that the time charged for the Contractor's personnel relates to Service Contract activities. In case the Auditor has not been able to obtain such evidence the reasons must be specified in the Auditor's report.

### **3.1.2 Verification of fee rates charged to the Service Contract**

- (1) The Auditor verifies that the fee rates for the Contractor's personnel (i.e. team leaders, senior and junior experts) charged to the Service Contract are the ones indicated in the Service Contract budget (Annex V of the Special Conditions).
- (2) If the actual fee rate charged differs from the fee rate indicated in the budget the Auditor verifies whether the actual fee rate has been approved in accordance with the terms and conditions of the Service Contract (Article 20 of the General Conditions).

### **3.1.3 Verification of total fee costs charged to the Service Contract**

#### *(1) Value*

- (a) The Auditor verifies that the total number of days / hours worked on timesheets for the Contractor's personnel (i.e. team leaders, senior and junior experts) multiplied by actual fee rates corresponds with the total fee cost charged to the Service Contract in the Financial Report and on the invoice (Article 29.6 General Conditions).
- (b) The Auditor verifies, where applicable, whether the correct exchange rates have been used in accordance with the terms and conditions of the Service Contract in order to calculate the total fee cost for the Contractor's personnel (Article 29.5 General Conditions).

#### *(2) Classification*

The Auditor verifies that total fee costs for the Contractor's personnel are classified in the Financial Report in accordance with the underlying timesheets and other evidence.

### **3.2 Eligibility of Incidental Expenditure**

The Auditor verifies the eligibility of incidental expenditure claimed with the terms and conditions of the Contract.

#### **3.2.1 Verification of Incidental Expenditure -Verification Procedures and Criteria**

##### *(1) Incidental expenditure actually incurred (General Conditions Article 28.3)*

The Auditor verifies that incidental expenditure was actually incurred by and pertains to the Contractor. For this purpose the Auditor examines supporting documents (e.g. invoices) and proof of payment. The Auditor also examines proof of work done, goods received or services rendered and he/she verifies the existence of assets where applicable.

##### *(2) Cut-off - Implementation period (Article 5 of the Special Conditions)*

The Auditor verifies that incidental expenditure was incurred during the implementation period of the Service Contract and that it had not already been charged in a previous Financial Report and invoice submitted by the Contractor for payment by the Contracting Authority.

##### *(3) Budget (Special Conditions Annex V)*

The Auditor verifies that incidental expenditure was indicated in the Service Contract budget.

##### *(4) Covered by fee-rates (General Conditions Article 28.3)*

The Auditor verifies that incidental expenditure (including costs of office accommodation) is not already covered or supposed to be covered in the fee-rates for the Contractor's personnel (i.e. team leaders, senior and junior experts) and personnel other than experts. For this purpose the Auditor reviews the conditions in Section 6.1, 6.2 and 6.5 of the terms of reference for the Service Contract (Annex II of the Service Contract).

##### *(5) Necessary (General Conditions Article 28.3)*

The Auditor verifies whether it is plausible that incidental expenditure was necessary for the implementation of the Service Contract and that it had to be incurred for the Service Contract activities by examining the nature of the expenditure with supporting documents.

*(6) Records (General Conditions Article 24.1)*

The Auditor verifies that incidental expenditure is recorded in Contractor's accounts and substantiated by evidence (see section 1 of Annex 2B, Guidelines for Specific Procedures to be performed) and notably the supporting documents as specified in Article 24.1 and 24.2 of the General Conditions of the Service Contract.

*(7) Valuation*

The Auditor verifies that the monetary value of incidental expenditure agrees with underlying documents (e.g. invoices, salary statements) and that correct exchange rates are used where applicable. All incidental expenditure incurred should be declared and invoiced at actual cost. This is explicitly stipulated in Annex V (Budget) of a fee-based service contract).

*(8) Classification*

The Auditor examines the nature of the costs and verifies that these costs have been classified as incidental expenditure in the Financial Report.

**3.2.2 Verification of Incidental Expenditure - Specific Verification Procedures for Per Diems**

The Auditor verifies the eligibility of the total amounts of subsistence i.e. per diems declared in the Financial Report for the Contractor's personnel (i.e. team leaders, senior and junior experts) who have performed missions requiring at least 12 hours away from their normal place of posting with the terms and conditions of the Service Contract and the rules set out in Annex V (Budget) of the Service Contract. More specifically the Auditor verifies that the subsistence i.e. per diem amounts declared in the Financial Report and included in the Contractor's invoice:

- (1) Correspond to actual cost/per diems paid/reimbursed by the Contractor to personnel contracted or employed by the Contractor;
- (2) For each 24 hours period do not exceed the maximum amount which is contractually allowed i.e. the flat rates / per diem rates published at: [http://ec.europa.eu/europeaid/funding/about-calls-tender/procedures-and-practical-guide-prag/diems\\_en](http://ec.europa.eu/europeaid/funding/about-calls-tender/procedures-and-practical-guide-prag/diems_en)

(For each period of 12 hours mission, the expert is entitled to receive 50% of the flat rate amount);

- (3) Relate to missions which were required for and foreseen in the Service Contract; and
- (4) Relate to the total number of days actually performed for these missions.



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## **Annex 2B Guidelines for Specific Procedures to be performed**

***[This Annex provides standard guidelines for the specific procedures to be performed and these guidelines shall not be modified]***

### **1. Verification Evidence**

When performing the specific procedures listed in Annex 2A the Auditor may apply techniques such as inquiry and analysis, (re)computation, comparison, other clerical accuracy checks, observation, inspection of records and documents, inspection of assets and obtaining confirmations.

The Auditor obtains verification evidence from these procedures to draw up his report of factual findings. Verification evidence is all information used by the Auditor in arriving at the factual findings and it includes the information contained in the accounting records underlying the Financial Report and other information (financial and non-financial).

The contractual requirements that relate to verification evidence are:

- The Contractor shall keep full accurate and systematic records and accounts in respect of the services in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental expenditure identified in the Contractor's invoice(s) have been duly incurred for the performance of the services (Article 24.1 of the General Conditions of the Service Contract);
- Timesheets must be maintained and approved (Article 24.2 of the General Conditions);
- The Contractor will allow the verification of original documents, supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project (Article 25.1 General Conditions);
- The Contractor will give appropriate access to its information systems, as well as all documents and databases concerning the technical and financial management of the project. Documents must be easily accessible and filed so as to facilitate their examination (Article 25.2 General Conditions);
- All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the Contract shall be the absolute property of the Contracting Authority unless otherwise specified (Article 14.1 of the General Conditions).

Moreover, for the purpose of the procedures listed in Annex 2A, supporting documents:

- Shall be available in the original form or in the form of copies (as set out in the PRAG) including in electronic form.

*Guidance:* records and accounting and supporting documents should be available in documentary form, whether paper, electronic or other medium (e.g. a written record of a meeting is more reliable than an oral presentation of the matters discussed). Electronic documents can be accepted only where:

- the documentation was first received or created (e.g. an order form or confirmation) by the Contractor(s) in electronic form; or
  - the Auditor is satisfied that the Contractor uses an electronic archiving system which meets established standards (e.g. a certified system which complies with national law).
- Should preferably be obtained from independent sources outside the entity (an original suppliers invoice or contract is more reliable than an internally approved receipt note);

- Which is generated internally is more reliable if it has been subject to control and approval;
- Obtained directly by the Auditor (e.g. inspection of assets) is more reliable than evidence obtained indirectly (e.g. inquiry about the asset).

If the Auditor finds that the above criteria for evidence are not sufficiently met, he/she should detail this in the factual findings.

## **2. Obtaining an understanding of the terms and conditions of the Contract (Annex 2A - procedure 1.1)**

The Auditor obtains an understanding of the terms and conditions of the Service Contract and of Annex II of the Service Contract, which contains the Terms of Reference for the Contractor. Moreover, the Auditor pays special attention to the rules for subcontracting as set out in Article 4 of the General Conditions of the Service Contract.

If the Auditor finds that the terms and conditions to be verified are not sufficiently clear he should request clarification from the Contractor.

## **3. Verification of Fees and Expenditure (Annex 2A - procedures 3.1 and 3.2)**

The fees and expenditure claimed by the Contractor in the Financial Report are presented under the following headings: Fees (including overheads) and Incidental Expenditure. These headings may be broken down into subheadings.

Fees and expenditure subheadings can be broken down into individual fee and expenditure items or classes of expenditure items with the same or similar characteristics. The form and nature of the supporting evidence (e.g. a timesheet, a contract, an invoice etc) and the way fees and expenditure are recorded (e.g. computerised time recording, journal entries) vary with the type and nature of the fees and expenditure and the underlying actions or transactions. However, in all cases fees claimed must relate to the fee rates agreed in the Budget and the time worked as attested to by the timesheets as required by Article 24.2 of the General Conditions. Expenditure items should in all cases reflect the accounting (or financial) value of underlying actions or transactions no matter the type and nature of the action or transaction concerned.

## **4. Verification Coverage of Fees and Expenditure (Annex 2A - procedures 3.1 and 3.2)**

The Auditor must carry out a **complete** and **exhaustive** verification of all the fees and all expenditure claimed on the invoice and in the Financial Report.

## **5. Procedures to verify Fees and Expenditure (Annex 2A - procedures 3.1 and 3.3)**

The Auditor verifies the fees and the expenditure by carrying out procedures 3.1 and 3.3 listed in Annex 2A and reports all the factual findings and exceptions resulting from these procedures. Verification exceptions are all verification deviations found when performing the procedures set out in Annex 2A.

The Auditor quantifies the amount of the verification exception found and the potential impact on the EC contribution, should the Commission declare the fee or expenditure item(s) concerned ineligible. The Auditor reports all exceptions found including the ones of which he cannot quantify the amount of the verification exception found and the potential impact on the EC contribution. The Auditor reports all exceptions found including the ones of which he cannot measure the financial impact.

*For example:* the Auditor finds that an amount of 1.000 € relating to expert fees is not supported by the hours worked on the timesheets.

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**Annex 3 Model Report for an Expenditure Verification of an EC Service Contract  
(fee-based)**

**HOW TO USE THIS MODEL REPORT?**  
*Information requested in the following form <.....> (e.g. <name of the contractor> must be completed by the auditor.*

*<To be printed on Auditor's letterhead>*

**Report for an Expenditure Verification of a Service Contract  
(fee-based) - External Actions of the European Union**  
**<Title of and number of the service contract >**

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## REPORT OF FACTUAL FINDINGS

< Name of contact person(s) >, Position>  
< **Contractor's name** >  
<Address>

<dd Month yyyy>

Dear < Name of contact person(s) >

In accordance with the terms of reference dated <dd Month yyyy> that you agreed with us, we provide our Report of Factual Findings (“the Report”), with respect to the accompanying Financial Report and invoice for the period covering < dd Month yyyy - dd Month yyyy> (Annexes 1 and 2 of this report). You requested certain procedures to be carried out in connection with your Financial Report and the invoice and the European Union financed Service Contract concerning [*title and number of the contract*], the ‘Service Contract’.

### **Objective**

Our engagement was an expenditure verification which is an engagement to perform certain agreed-upon procedures with regard to the Financial Report for the Service Contract between you and <*the European Commission or the name of another contracting authority*> the ‘Contracting Authority’. The objective of this expenditure verification is for us to carry out certain procedures to which we have agreed and to submit to you a report of factual findings with regard to the procedures performed.

### **Standards and Ethics**

Our engagement was undertaken in accordance with:

- International Standard on Related Services (‘ISRS’) 4400 *Engagements to perform Agreed-upon Procedures regarding Financial Information* as promulgated by the International Federation of Accountants (‘IFAC’);
- the *Code of Ethics for Professional Accountants* issued by the IFAC. Although ISRS 4400 provides that independence is not a requirement for agreed-upon procedures engagements, the Contracting Authority requires that the auditor also complies with the independence requirements of the *Code of Ethics for Professional Accountants*.

### **Procedures performed**

As requested, we have only performed the procedures listed in Annex 2A of the terms of reference for this engagement (see Annex 2 of this Report).

These procedures have been determined solely by the Contracting Authority and the procedures were performed solely to assist the Contracting Authority in evaluating whether the fees and expenditure claimed by you on the invoice and in the Financial Report are eligible in accordance with the terms and conditions of the Service Contract.

Because the procedures performed by us did not constitute either an audit or a review made in accordance with International Standards on Auditing or International Standards on Review Engagements, we do not express any assurance on the Financial Report.

Had we performed additional procedures or had we performed an audit or review of the financial statements of the Contractor in accordance with International Standards on Auditing, other matters might have come to our attention that would have been reported to you.

### **Sources of Information**

The Report sets out information provided to us by you in response to specific questions or as obtained and extracted from your accounts and records.

### **Factual Findings**

The total expenditure which is the subject of this expenditure verification amounts to [EUR] [<ISO code of national currency> only for indirect management] <amount>. This amount corresponds to the total amount of fees and expenditure claimed on your invoice and your Financial Report. We have carried out a complete and exhaustive verification of the fees and expenditure claimed on the invoice and in the Financial Report.

We report the details of our factual findings which result from the procedures that we performed in Chapter 2 of this Report.

### **Use of this Report**

This Report is solely for the purpose set forth above under objective.

This report is prepared solely for your own confidential use and solely for the purpose of submission by you to the Contracting Authority in connection with the requirements as set out in Article 29 of the General Conditions of the Contract. This report may not be relied upon by you for any other purpose, nor may it be distributed to any other parties.

The Contracting Authority is not a party to the agreement (the terms of reference) between you and us and therefore we do not owe or assume a duty of care to the Contracting Authority who may rely upon this expenditure verification report at its own risk and discretion. The Contracting Authority can assess for itself the procedures and findings reported by us and draw its own conclusions from the factual findings reported by us.

The Contracting Authority may only disclose this Report to others who have regulatory rights of access to it in particular the [European Commission (*Delete if the Commission is the Contracting Authority*)], the European Anti Fraud Office and the European Court of Auditors.

This Report relates only to the Financial Report specified above and does not extend to any of your financial statements.

We look forward to discussing our Report with you and would be pleased to provide any further information or assistance which may be required.

Yours sincerely

**Auditors' signature** (person or firm or both, as appropriate and in accordance with firm policies)

<**Name of Auditor signing** (person or firm or both, as appropriate)>

<**Auditors' address** [office having responsibility for the engagement]>

**Date of signature** <dd Month yyyy - date of when the final report is effectively signed>

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## INFORMATION ABOUT THE SERVICE CONTRACT

[Chapter 1 should include a brief description of the Service Contract and the Contractor's activities. (maximum 1 page)]

### PROCEDURES PERFORMED AND FACTUAL FINDINGS

We have performed the specific procedures listed in Annex 2A of the terms of reference for the expenditure verification of the Service Contract. These procedures are:

1. General Procedures
2. Procedures to verify conformity of Expenditure with the Budget and Analytical Review
3. Procedures to verify Fees and Expenditure

We have applied the principles and criteria for the verification of expenditure as set out in Annex 2B (sections 3 and 4) of the ToR for this expenditure verification.

<Explain here difficulties or problems encountered if any>

The total expenditure verified by us amounts to [EUR] [<ISO code of national currency> only for indirect management] <amount> and is summarised in the table below.

<Provide here a summary table of the Financial Report in Annex 1 presenting for each (sub) heading the total fee and expenditure amount reported by the Contractor.>

We have verified the fees and expenditure as shown in the above summary table. For this purpose we have carried out the verification procedures specified at point 3.1 and 3.2 of Annex 2A of the ToR for this expenditure verification. We report our factual findings resulting from these procedures below.

#### 1. General Procedures

##### 1.1 Terms and Conditions of the Service Contract

We have obtained an understanding of the terms and conditions of this Service Contract in accordance with the guidelines in Annex 2B (point 2) of the ToR for this expenditure verification.

<Describe the factual findings that have arisen from **procedures 1.1- 1.5 in Annex 2A. If there are no factual findings this should be explicitly stated as follows for each procedure**: 'No factual findings have arisen from this procedure'.>

##### 1.2 Financial Report and Invoice for the Service Contract

##### 1.3 Rules for Accounting and Record keeping

##### 1.4 Reconciling the Financial Report to the Contractor's Accounts and Records

##### 1.5 Exchange Rates

#### 2. Procedures to verify conformity of Expenditure with the Budget and Analytical Review

##### 2.1 Budget of the Service Contract

##### 2.2 Amendments to the Budget of the Service Contract

<Describe factual findings and specify errors and exceptions that have arisen from procedures 2.1 – 2.2 in Annex 2A. If there are no factual findings this should be explicitly stated as follows for each procedure: 'No factual findings have arisen from this procedure'.>

### 3. Procedures to verify Fees and Expenditure

We have reported further below all the exceptions resulting from the verification procedures specified at point 3.1 and 3.2 of Annex 2A of the ToR for this expenditure verification insofar these procedures did apply to the verification of fees and expenditure.

We have quantified the amount of the verification exceptions found and the potential impact on the EC contribution, should the Commission declare the fee or expenditure item(s) concerned ineligible. We have reported all exceptions found including the ones of which we cannot quantify the amount of the verification exception found and the potential impact on the EC contribution.

<Specify for which fees and expenditure amounts / items exceptions between facts and criteria were found, the nature of the exception - this means which of the specific condition or conditions described at point 3.1 and 3.2 of Annex 2A of the ToR were not respected. Quantify the amounts of verification exceptions found and the potential impact on the EC contribution, should the Commission declare the expenditure item(s) concerned ineligible>

#### 3.1 Eligibility of Fees claimed

We have verified the eligibility of fees claimed with the terms and conditions of the Service Contract. We have performed procedures 3.1.1 (verification of time charged to the Service Contract), 3.1.2 (verification of fee rates charged to the Service Contract) and 3.1.3 (verification of total fee costs charged to the Service Contract) as specified in Annex 2A of the ToR for this expenditure verification.

<Describe factual findings and specify errors and exceptions. **Procedures 3.1.1 - 3.1.3 in Annex 2A.** **Example:** we found that total expenditure for an amount of 7.000 € related to senior expert fees in the Financial Report was not eligible. An amount of 5.000 € for expert fees was not supported by timesheets and 2.500 € related to a timesheet for a period outside the implementation period of the service contract. (Note: relevant details such as timesheet references or documents should be provided)>

#### 3.2 Eligibility of Incidental Expenditure

We have verified the eligibility of incidental expenditure with the terms and conditions of the Service Contract. We have performed procedures 3.2.1 (and 3.2.2 (eligibility of incidental expenditure) in Annex 2A.

<Describe factual findings and specify details of errors and exceptions. **Procedure 3.2.1** (verification of Incidental Expenditure - Verification Procedures and Criteria) **and 3.2.2** (verification of Incidental Expenditure - Specific Verification Procedures for Per Diems) **in Annex 2A**>

### ANNEX 1 FINANCIAL REPORT FOR THE SERVICE CONTRACT

[Annex 1 should include the Contractor's financial report for the Service Contract which has been the subject of the verification. The financial report should be **dated** and indicate the **period covered**]

### ANNEX 2 INVOICE OF THE CONTRACTOR

[Annex 2 should include a copy of the **invoice** of the Contractor]

### ANNEX 3 TERMS OF REFERENCE EXPENDITURE VERIFICATION

[Annex 3 should include a **signed** and **dated** copy of the terms of reference for the expenditure verification of this Service Contract including **Annex 1** (information about the Service Contract) and **Annex 2A** (Listing of the specific procedures to be performed).

**ADMINISTRATIVE COMPLIANCE GRID**

<b>Contract title:</b>	Site Supervising for WWTP	<b>Reference:</b>	
------------------------	---------------------------	-------------------	--

Tender envelope number	Tenderer's name (Leader) (Nationality)	Other members of the consortium if any Name (Nationality)	Within deadline?	Tender submission form duly completed and only 1 tender per tenderer?	Eligible nationality (all parties including subcontractors if known)?	Tenderer's declaration (signed by each consortium member, if appropriate)?	Language as required?	Economic & financial capacity? (OK/a/b/...) <sup>40</sup>	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Organisation & methodology exists?	Key experts (list + CVs)(For contracts requiring key experts)?	Key experts are present in only one tender as key experts(For contracts requiring key experts)?	All key experts have signed statements of exclusivity & availability (For contracts requiring key experts)?	Sub-contracting statement acceptable?	Overall decision? (Accept / Reject)
1																
2																
3																
4																
5																
6																
7																
8																

<sup>40</sup> Enter 'OK' if all criteria have been satisfied, otherwise enter 'a', 'b', 'c', etc to record any criteria which have not been satisfied



<b>Chairperson's name</b>	
<b>Chairperson's signature</b>	
<b>Date</b>	

## EVALUATION GRID FOR EXPERTS

	<b>Maximum</b>
<b>Organisation and methodology</b>	
[Rationale]	[10] [<other>]
[Strategy]	[30] [<other>]
[Back-up function]	[5] [<other>]
[Involvement of all members of the consortium]	[5] [<other>]
[Timetable of activities, including the number of expert days proposed]	[10] [<other>]
<b>Total score for Organisation and methodology</b>	<b>[60]</b> [<insert a score between 60 and 40>]
<b>Key experts</b>	
<b>&lt;Key expert 1&gt; (Max [20] [&lt;other total&gt;] points)</b>	
[Qualifications and skills]	[5] [<other>]
[General professional experience]	[5] [<other>]
[Specific professional experience]	[10] [<other>]
<b>&lt;Key expert 2&gt; (Max [20][&lt;other total&gt;] points)</b>	
[Qualifications and skills]	[5] [<other>]
[General professional experience]	[5] [<other>]
[Specific professional experience]	[10] [<other>]

<b>Total score for Key experts</b>	<b>[40]</b> [<insert a score between 40 and 60>]
<b>Overall total score</b>	<b>100</b>

<b>Strengths</b>	
<b>Weaknesses</b>	

[NB: Only tenders with average scores of at least 75 points qualify for the financial evaluation]

- The categories to be used to assess the Organisation and Methodology (i.e. Rationale, Strategy, Back-up function, Involvement of the consortium members and Timetable of activities including the number of expert days proposed) and each of the key experts (ie, Qualifications and skills, General professional experience & Specific professional experience) may be modified as required and the division of scores must be adapted according to the requirements of the specific tender procedure.
- The number of key experts must correspond to the number of key expert profiles identified in the Terms of reference and must not exceed 4 key experts. The total scores of the key experts shall be comprised between 40% and 60%.
- The overall total score should remain 100.
- The strengths and weaknesses in this evaluation grid must reflect the commonly agreed by the Committee amongst all those pointed out by the evaluators in their individual grids.
- The Evaluation Committee must evaluate tenders on the basis of this evaluation grid, which includes maximum scores. Those maximum scores cannot be modified after the deadline for informing potential tenderers of any clarifications.
- **Please delete the highlighted text.**

## EVALUATION GRID FOR GLOBAL PRICE CONTRACTS

	<b>Maximum</b>
<b>Organisation and methodology</b>	
Rationale	[20] [<other>]
Strategy	[40] [<other>]
Back-up function	[10] [<other>]
Involvement of all members of the consortium	[10] [<other>]
Timetable of activities	[20] [<other>]
<b>Overall total score</b>	<b>100</b>

<b>Strengths</b>	
<b>Weaknesses</b>	

[NB Only tenders with average scores of at least 75 points qualify for the financial evaluation.]

How to use this evaluation grid:

- The categories to be used to assess the Organisation and Methodology (ie, Rationale, Strategy, Back-up function, Involvement of the consortium members and Timetable of activities) may **not** be modified if profiles of key experts have been requested. The assessment of key experts' profiles is part of the Strategy.
- The points allowed to the "Back-up function", "Involvement of all members of the consortium" and "Timetable of activities" may be distributed to "Rationale" and "Strategy" if appropriate for the project.
- The strengths and weaknesses in this evaluation grid must reflect the commonly agreed by the Committee amongst all those pointed out by the evaluators in their individual grids.
- The Evaluation Committee must evaluate tenders on the basis of this evaluation grid, which includes maximum scores. Those maximum scores cannot be modified after the deadline for informing potential tenderers of any clarifications.

- **Please delete the highlighted text.**

#### 4 STAFF

Please provide the following statistics on staff for the current year and the two previous years.<sup>41</sup>

Annual Manpower	Year before past year		Past year		Current year		Period average	
	Overall	Relevant fields <sup>11</sup>	Overall	Relevant fields <sup>11</sup>	Overall	Relevant fields <sup>11</sup>	Overall	Relevant fields <sup>11</sup>
Permanent staff <sup>12</sup>								
Other staff <sup>13</sup>								
Total								
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%	%	%

#### 5 AREAS OF SPECIALISATION

Please fill in the table below to indicate any areas of specialist knowledge related to this contract for each legal entity making this tender. State the type of area of specialisation as the row heading and use the name of the legal entity as the column headings. Indicate the areas of specialist knowledge each legal entity has by placing a tick (✓) in the box corresponding to the specialisation in which it has significant experience. **Maximum 10 specialisations.**

	Leader	Member 2	Member 3	Etc.

<sup>41</sup> If this application is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members - see point 7 of this application form.

Relevant specialisation 1				
Relevant specialisation 2				
Etc. <sup>42</sup>				

## 6 EXPERIENCE

Please fill in the table below to summarise the main projects related to this contract carried out over the past [5] [3 for economic sectors with rapid evolution] years<sup>43</sup> by the legal entity or entities making this tender. The number of references to be provided must not exceed 15 for the entire tender.

Ref no (maximum 15)	Project title							
Name of legal entity	Country	Overall contract value (EUR) <sup>44</sup>	Proportion carried out by legal entity (%) <sup>18</sup>	No of staff provided	Name of client	Origin of funding	Dates (start/end) <sup>45</sup>	Name of consortium members, if any
...	...	...	...	...	...	...	...	...
<b>Detailed description of project</b>						<b>Type and scope of services provided<sup>46</sup></b>		

<sup>42</sup> Add / delete additional lines and/or rows as appropriate. If this application is submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted).

<sup>43</sup> For framework contracts, only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.

<sup>44</sup> The effect of inflation will not be taken into account.

<sup>45</sup> If the reference contract is only partially completed, please quote the percentage and value which has been completed.

<sup>46</sup> When supporting documents are to be issued by contracting authorities after the date of publication of PRAG 2014, please also indicate the function of key experts provided, whether belonging or not to permanent staff, and the number of months each of them worked on the project.

...	...
-----	-----

## 7 DECLARATIONS

As part of their tender, each legal entity identified under point 1 of this tender, including every consortium member, must submit a signed declaration using the attached format. The declaration may be in original or in copy. If copies are submitted, the originals must be sent to the Contracting Authority upon request.

Moreover, each legal entity identified under point 1 of this application, including every consortium member, and each capacity-providing entity (if any) must submit a signed declaration of honour on exclusion and selection criteria (form A14 available at the following link: <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A> ).

## 8 STATEMENT

I, the undersigned, being the authorised signatory of the above tenderer (for a consortium, this must include all consortium members), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our Technical offer, and our Financial offer, which is submitted in a separate, sealed envelope:

- Organisation & Methodology
- Key experts (comprising a list of the key experts and their CVs), if required
- Tenderer's declarations (for a consortium, two from each consortium member)
- Statements of exclusivity and availability signed by each of the key experts, if required
- Completed financial identification form (see Annex VI to the draft contract) providing details of the bank account into which payments under the proposed contract should be made in the event that we are awarded the contract (or the financial identification number or a copy of the financial identification form provided to the Contracting Authority on an earlier occasion, unless it has changed in the meantime)
- Completed legal entity file (or the legal entity number allocated. Alternatively a copy of the legal entity file provided to the Contracting Authority on an earlier occasion, unless the legal status has changed in the meantime)



- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- Documentary proof or statements required under the law of the country where we are effectively established (or each of the companies in case of a consortium), to show that we do not fall into any of the exclusion situations listed in Section 2.3.3 of the Practical Guide. This evidence or these documents or statements must carry a date, which is not more than one year before the date of submission of the tender. In addition, a statement is furnished stating that the situations described in these documents have not changed since then.
- Documentary evidence of the financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in the contract notice.

[We undertake to guarantee the eligibility of the subcontractor(s) for the parts of the services for which we have stated our intention to subcontract in the Organisation and Methodology.] (delete this sentence if not applicable)

This tender is subject to acceptance within the validity period stipulated in clause 6 of the Instructions to tenderers.

We understand that our tender may be rejected if we propose key experts who have been involved in preparing this project or employ them as advisers in the preparation of our tender. We also understand that this may mean exclusion from other tender procedures and contracts funded by the EU/EDF.

We are fully aware that, for a consortium, the composition of the consortium cannot be changed in the course of the tender procedure, unless the Contracting Authority has given its prior approval in writing. We are also aware that the consortium members have joint and several liability towards the Contracting Authority concerning participation in the above tender procedure and any contract awarded to us as a result of it.

We understand that entities upon whose capacity we rely with regard to economic and financial criteria, become jointly and severally liable for the performance of the contract.

Signed on behalf of the Tenderer

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

## **EDF Only**

### **TAX AND CUSTOMS ARRANGEMENTS**

#### **Article 31 from Annex IV to the Cotonou Agreement, signed on 23<sup>rd</sup> of June 2000**

1. The ACP States shall apply to contracts financed by the Community tax and customs arrangements no less favourable than those applied by them to the most favoured States or international development organisations with which they have relations. For the purpose of determining the most-favoured-nation (MFN) treatment, account shall not be taken of arrangements applied by the ACP State concerned to other ACP States, or to other developing countries.
2. Subject to the above provisions the following shall apply to contracts financed by the Community:
  - (a) the contract shall not be subject in the beneficiary ACP State to stamp or registration duties or to fiscal charges having equivalent effect, whether such charges already exist or are to be instituted in the future; however, such contracts shall be registered in accordance with the laws in force in the ACP State and a fee corresponding to the service rendered may be charged for it;
  - (b) profits and/or income arising from the performance of contracts shall be taxable according to the internal fiscal arrangements of the ACP State concerned, provided that the natural or legal persons who realise such profit and/or income have a permanent place of business in that State, or that the performance of the contract takes longer than six months;
  - (c) enterprises which must import professional equipment in order to carry out works contracts shall, if they so request, benefit from the system of temporary admission as laid down by the national legislation of the beneficiary ACP State in respect of the said equipment;
  - (d) professional equipment necessary for carrying out tasks defined in a service contract shall be temporarily admitted into the beneficiary ACP State or States in accordance with its national legislation free of fiscal, import and customs duties and of other charges having equivalent effect where these duties and charges do not constitute remuneration for services rendered;
  - (e) imports under supply contracts shall be admitted into the beneficiary ACP State without customs duties, import duties, taxes or fiscal charges having equivalent effect. The contract for supplies originating in the ACP State concerned shall be concluded on the basis of the ex-works price of the supplies to which may be added such internal fiscal charges as may be applicable to those supplies in the ACP State;
  - (f) fuels, lubricants and hydrocarbon binders and, in general, all materials used in the performance of works contracts shall be deemed to have been purchased on the local market and shall be subject to fiscal rules applicable under the national legislation in force in the beneficiary ACP State; and
  - (g) personal and household effects imported for use by natural persons, other than those recruited locally, engaged in carrying out tasks defined in a service contract and members of their families, shall be exempt from customs or import duties, taxes and other fiscal charges having equivalent effect, within the limit of the national legislation in force in the beneficiary ACP State.
3. Any matter not covered by the above provisions on tax and customs arrangements shall remain subject to the national legislation of the ACP State concerned.

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## ADDENDUM

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

("The Contracting Authority"),

[for direct management: "The European Union, represented by the European Commission, for and on behalf of the government of < name of partner country/countries>"]

of the one part,

and

[Official name of Contractor]

[Legal status/title]<sup>47</sup>

[Official registration number]<sup>48</sup>

[Full official address]

[VAT number<sup>49</sup>],

("the Contractor")

of the other part,

have agreed as follows:

The following provisions of Contract < title and identification number of contract > concluded between the Contracting Authority and the Contractor on < date > (the "Contract") are hereby replaced/completed as follows:

Article < number > : < title >

< text of the new article as amended >

Annex < number > : < title >

[The new version of Annex < number > : < title > is attached to this addendum]

All other terms and conditions of the Contract [and its previous addenda] remain unchanged. This addendum shall form an integral part of the Contract and it shall enter into force on the later date of signature by the Parties.

Done in English in <two/three> originals, <For direct management: <one/two> originals being for the European Commission / For indirect management: one original being for the Contracting Authority, one original being for the European Commission, > and one original being for the Contractor.

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<sup>47</sup> Where the contracting party is an individual.

<sup>48</sup> Where applicable. For individuals, mention their ID card or passport or equivalent document number

<sup>49</sup> Except where the contracting party is not VAT registered.

For the Contractor

**Name**  
**Title**  
**Signature**  
**Date**

For the Contracting Authority

**Name**  
**Title**  
**Signature**  
**Date**

< Endorsed for financing by the European Union<sup>50</sup> >

**Name**  
**Title**  
**Signature**  
**Date**

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<sup>50</sup> Where the Contracting Authority is not the European Commission and endorsement is foreseen in the Practical Guide. Delete where not applicable.