

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: CS/QCBS/03/2015

Selection of Consulting Services for:

**SUPERVISION OF CIVIL WORKS ON
R9 SOROCA – ARIONESTI ROAD**

**Client: ÎS “Administrația de Stat a Drumurilor” (State Road
Administration)**

Country: Republic of Moldova

Project:

**ROAD SECTOR PROGRAM
REHABILITATION OF R9 SOROCO-ARIONESTI ROAD**

Issued on: 12 October 2015

Preface

This Request for Proposals (“RFP”) dated **12 October 2015** has been prepared by ÎS “Administrația de Stat a Drumurilor” and is based on the Standard Request for Proposals (“SRFP”) issued by the European Bank for Reconstruction and Development (“the Bank”).

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

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Section 1. Letter of Invitation

RFP No: CS/QCBS/03/2015

Loan No.45094

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

Dear Mr./Ms:

1. The Ministry of Transport and Road Infrastructure (hereinafter called Client has received financing from the European Bank for Reconstruction and Development (the “Bank”) in the form of a loan toward the cost of **ROAD SECTOR PROGRAM Rehabilitation of R9 Soroca-Arionesti Road**. The ÎS “Administrația de Stat a Drumurilor”, an implementing agency of the Client, intends to apply a portion of the proceeds of this Loan to eligible payments under the contract for which this Request for Proposals is issued.
2. Payments by the Bank will be made only at the request of the Client and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Client shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
3. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): SUPERVISION OF CIVIL WORKS ON R9 SOROCA-ARIONESTI ROAD . More details on the Services are provided in the Terms of Reference (Section 7).
4. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

Lead Firm / Nationality	Associated Firms / Nationality
1. Louis Berger SAS, France	
2. IRD Engineering Srl, Italy	
3. Egis International, France,	Egis Romania, Romania
4. Aecom Inginieria Srl, Romania,	Aecom Inocsa SLU, Spain, with Aecom LLC, Russia, with Aecom EXP Russia Limited Branch Office in Azerbaijan and with Safege, France
5. Spea Ingegneria Europea Spa, Italy	Tecnic Consulting, Romania and Tecnic Consulting Engineers S.p.A., Italy

6. High Point Rendel, UK,	Iptana, Romania
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5. It is not permissible to transfer this invitation to any other firm.
6. A firm will be selected under QCBS procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the European Bank for Reconstruction and Development detailed in the EBRD Procurement Policies and Rules (“PP&R”) and “Guidelines for Clients Managing Loan Financed Consultancy Assignments” (“Guidelines”) which can be found at the following website: www.ebrd.com.
7. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal (FTP) - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 –Eligible Countries
 - Section 6 – Bank’s Policy – Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract (Time-Based)
8. Please inform us by in writing at MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova, or at the following e-mail: procurement@asd.md
 - (a) that you have received the Letter of Invitation; and
 - (b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
9. Details on the proposal’s submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

Gheorghe Curmei
Chief-Manager

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

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

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

(w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

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

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

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

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

3. Conflict of Interest

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

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

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

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that

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

b. Conflicting assignments

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

c. Conflicting relationships

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

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- 4. Unfair Competitive Advantage**
- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
- 5. Corrupt and Fraudulent Practices**
- 5.1 The Bank requires compliance with its policy in regard to prohibited practices as set forth in Section 6.
- 5.2 In further pursuance of this policy, the Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit the Bank or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the Bank.
- 6. Eligibility**
- 6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects, unless otherwise provided in Section 5.
- 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in Section 5 (if any).
- 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
- a. Sanctions**
- 6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with the EBRD's Enforcement Policies and Procedures ("EPP") shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.
- b. Prohibitions**
- 6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:
- (a) as a matter of law or official regulations, the [Borrower's/Client's/Beneficiary's] country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of

Services required; or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the [Borrower's/Client's/Beneficiary's] Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

B. Preparation of Proposals

- 7. General Considerations**

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

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

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

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

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

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

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key

Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

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

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

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

a. Extension of Validity Period

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

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

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

b. Substitution of Key Experts at Validity Extension

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

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

c. Sub-

12.9 The Consultant shall not subcontract the whole of the

Contracting

Services, unless otherwise indicated in the **Data Sheet**.

13. Clarification and Amendment of RFP

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

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

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

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

14. Preparation of Proposals – Specific Considerations

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

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

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-

month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

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

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

15. Technical Proposal Format and Content

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

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

16. Financial Proposal

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

a. Price Adjustment

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

b. Taxes

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

c. Currency of Proposal

16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.4 Payment under the Contract shall be made in the currency

or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

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

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

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

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

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

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

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO**

NOT OPEN WITH THE TECHNICAL PROPOSAL.”

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

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

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

18. Confidentiality

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

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

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

**19. Opening of
Technical Proposals**

19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal

shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

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

20. Proposals Evaluation

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

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

21. Evaluation of Technical Proposals

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

22. Financial Proposals for QBS

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

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

23. Public Opening of Financial Proposals (for QCBS, FBS,

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-

and LCS methods) responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

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

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

a. Time-Based Contracts

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

Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts 24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

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

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

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

27. Combined Quality and Cost Evaluation

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

b. Fixed-Budget Selection(FBS) 27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause14.1.4 of the **Data Sheet** shall be rejected.

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

c. Least-Cost Selection

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

D. Negotiations and Award

28. Negotiations

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

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

a. Availability of Key Experts

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

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

b. Technical negotiations

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

c. Financial negotiations

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

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a

Lump-Sum contract shall not be negotiated.

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

29. Conclusion of Negotiations

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

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

30. Award of Contract

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

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

Instructions to Consultants

DATA SHEET

A. General	
ITC Clause Reference	
1 (b)	Republic of Moldova
2.1	<p>Name of the Client: ÎS “Administrația de Stat a Drumurilor”</p> <p>Method of selection: QCBS as per Applicable Guidelines: EBRD Procurement Policies and Rules ("PP&R") dated May 2010 and “Guidelines for Clients Managing Loan Financed Consultancy Assignments, dated October 2012”</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: <u>SUPERVISION OF CIVIL WORKS ON R9 SOROCA-ARIONESTI ROAD</u></p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date: 10 November 2015 Time: 10:00 a.m. (local time) Venue: The State Road Administration, Bucuriei str. 12 A, Chisinau, Republic of Moldova</p> <p>The Client’s representative is: Serghei Polisciuc Address: MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova Facsimile: (+373 22) 74 12 19 E-mail: procurement@asd.md</p>
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>please refer to Section 7. Terms of References.</u>
4.1	N/A
6.3.1	A list of debarred firms and individuals is available at the Bank’s external website: http://www.ebrd.com/pages/about/integrity/list.shtml .

B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals must be submitted and all correspondence exchange shall be in the language or the languages of the RFP.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p style="padding-left: 40px;">For FULL TECHNICAL PROPOSAL (FTP):</p> <p style="padding-left: 80px;">1st Inner Envelope with the Technical Proposal:</p> <p style="padding-left: 80px;">(1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6</p> <p style="padding-left: 80px;">2nd Inner Envelope with the Financial Proposal:</p> <p style="padding-left: 80px;">(1) FIN-1: Financial Proposal Submission Form (2) FIN-2: Summary of Costs (3) FIN-3: Breakdown of Remuneration (4) FIN-4: Breakdown of Reimbursable Expenses</p>
10.2	Statement of Undertaking is required: Yes
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes
12.1	Proposals must remain valid for 120 days calendar days after the proposal submission deadline (i.e., until: 6 April 2016).
13.1	<p>Clarifications may be requested no later than 28 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p><u>Address: MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova</u></p> <p><u>E-mail: procurement@asd.md</u></p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): <u>Yes</u></p>

	(b) other shortlisted Consultants: No
14.1.2	Estimated input of Key Experts' time-input: <u>148</u> person-months
14.1.3	<p>The Consultant's Proposal must include the minimum Key Experts' time-input in the field of <u>148</u> person-months.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-months) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
14.1.4 and 27.2	N/A
15.2	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16	No Sample list.
16.1	<p>A price adjustment provision applies to remuneration rates:</p> <p>No</p>
16.2	Taxes: The Amounts payable by the Client to the Consultant under the contract is not a subject to local taxation
16.3	<p>The Financial Proposal shall be stated in the following currencies: <i>EURO</i></p> <p>The Financial Proposal should state local costs in the Client's country currency (local currency): No</p>
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original, 3 copies and 1 CD;</p> <p>(b) Financial Proposal: one (1) original</p>

<p>17.7 and 17.9</p>	<p>The Proposals must be submitted no later than:</p> <p>Date: 8 December 2015</p> <p>Time:10:00 am (local time)</p> <p>The Proposal submission address is: The State Road Administration, MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova</p>															
<p>19.1</p>	<p>An online option of the opening of the Technical Proposals is offered: <u>No</u></p> <p>The opening shall take place at:</p> <p>same as the Proposal submission address</p> <p>Date: 8 December 2015</p> <p>Time:10:15 am (local time)</p>															
<p>19.2</p>	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A.</p>															
<p>21.1</p>	<table border="1"> <thead> <tr> <th data-bbox="391 1024 961 1178">Criteria</th> <th data-bbox="961 1024 1149 1178">Weight</th> <th data-bbox="1149 1024 1338 1178">Min. Technical Score (% of max.)</th> </tr> </thead> <tbody> <tr> <td data-bbox="391 1178 961 1331"> <p>(a) Consultant’s relevant professional experience:</p> <ul style="list-style-type: none"> • experience in similar assignments 70% • experience in similar locations 30% </td> <td data-bbox="961 1178 1149 1331" style="text-align: center;">10</td> <td data-bbox="1149 1178 1338 1331" style="text-align: center;">-</td> </tr> <tr> <td data-bbox="391 1331 961 1549"> <p>(b) Quality of the methodology proposed for the Assignment:</p> <ul style="list-style-type: none"> • understanding of assignment 20% • approach and methodology 20% • work plan and team assignments 60% </td> <td data-bbox="961 1331 1149 1549" style="text-align: center;">30</td> <td data-bbox="1149 1331 1338 1549" style="text-align: center;">60</td> </tr> <tr> <td data-bbox="391 1549 961 1759"> <p>(c) Qualifications of Key Experts:</p> <ul style="list-style-type: none"> • 1 no. Team leader 30% • 2 no. Materials engineers 15% each • 2 no. Quantity surveyors 15% each • 1 no. Environmental expert 10% </td> <td data-bbox="961 1549 1149 1759" style="text-align: center;">60</td> <td data-bbox="1149 1549 1338 1759" style="text-align: center;">60</td> </tr> <tr> <td colspan="3" data-bbox="391 1759 1338 1837"> <p>Each of the Key Experts listed above will be evaluated as follows:</p> </td> </tr> </tbody> </table>	Criteria	Weight	Min. Technical Score (% of max.)	<p>(a) Consultant’s relevant professional experience:</p> <ul style="list-style-type: none"> • experience in similar assignments 70% • experience in similar locations 30% 	10	-	<p>(b) Quality of the methodology proposed for the Assignment:</p> <ul style="list-style-type: none"> • understanding of assignment 20% • approach and methodology 20% • work plan and team assignments 60% 	30	60	<p>(c) Qualifications of Key Experts:</p> <ul style="list-style-type: none"> • 1 no. Team leader 30% • 2 no. Materials engineers 15% each • 2 no. Quantity surveyors 15% each • 1 no. Environmental expert 10% 	60	60	<p>Each of the Key Experts listed above will be evaluated as follows:</p>		
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<p>Each of the Key Experts listed above will be evaluated as follows:</p>																

	<table border="1"> <tr> <td>• general qualifications</td> <td>5%</td> <td></td> <td></td> </tr> <tr> <td>• general experience</td> <td>5%</td> <td></td> <td></td> </tr> <tr> <td>• specific experience and expertise related to the task</td> <td>75%</td> <td></td> <td></td> </tr> <tr> <td>• specific experience in region</td> <td>10%</td> <td></td> <td></td> </tr> <tr> <td>• language</td> <td>5%</td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td></td> <td>100</td> <td>80</td> </tr> </table> <p>The minimum total technical score (St) required to pass is:80</p> <p>(b) Quality of the methodology proposed for the Assignment The minimum technical score (St) required to pass is:<u>60</u></p> <p>(c) Qualifications of Key Experts The minimum technical score (St) required to pass is:<u>60</u></p>	• general qualifications	5%			• general experience	5%			• specific experience and expertise related to the task	75%			• specific experience in region	10%			• language	5%			TOTAL		100	80
• general qualifications	5%																								
• general experience	5%																								
• specific experience and expertise related to the task	75%																								
• specific experience in region	10%																								
• language	5%																								
TOTAL		100	80																						
<p>23.1</p>	<p>An online option of the opening of the Financial Proposals is offered: No</p>																								
<p>25.2</p>	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes, including VAT, on the contract invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts of the Consultant in the Client’s country. At contract negotiations, all applicable indirect local taxes will be discussed and agreed (using the itemized list as guidance but not limiting to it) and added to the contract amount in a separate line, also indicating which taxes shall be paid by the Consultant and which are withhold and paid by the Client on behalf of the Consultant.</p>																								
<p>26.1</p>	<p>The Financial Proposal shall be stated in: <i>EURO</i></p>																								
<p>27.1</p>	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price excluding the Designer’s Representative’s Remuneration, and “F” the price excluding the Designer’s Representative’s Remuneration of the proposal under consideration.</p>																								

	<p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80 and P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	Expected date and address for contract negotiations: To Be Determined after the completion of the evaluation of proposals
30.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: www.ebrd.com</p> <p>The publication will be done within 10 days after the contract signing.</p>
30.2	<p>Expected date for the commencement of the Services: Date: April 2016</p>

Section 3. Technical Proposal – Standard Forms

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

CHECKLIST

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

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: **ÎS “Administrația de Stat a Drumurilor”**
Represented by : Mr. Gheorghe Curmei
MD-2004, Bucuriei str. 12 A,
Chisinau,
Republic of Moldova

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Supervision of Civil Works on R9 Soroca – Arionesti Road (CS/QCBS//03/2015) in accordance with your Request for Proposals dated **5 October 2015** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following:} We are submitting our Proposal in association/as a consortium/as a joint venture with:

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

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

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

AND/OR

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

We hereby declare that:

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

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

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT’S ORGANIZATION AND EXPERIENCE

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

A - Consultant’s Organization

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

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last 5 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

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

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

FORMTECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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


FORM TECH-6


Team Composition, Assignment and Key Experts’ inputs

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

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

Full time input 

Part time input 

**FORM TECH-6
(Continued)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

**FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of *[Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures], [Insert “including” or “excluding”]* of all indirect local taxes in accordance with Clause 25.2 in the Data Sheet. The estimated amount of local indirect taxes is *[Insert currency] [Insert amount in words and figures]* which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

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

{If no payments are made or promised, add the following statement: “No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution.”}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM FIN-2 SUMMARY OF COSTS

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

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

FORM FIN-3 BREAKDOWN OF REMUNERATION[*]

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

A. Remuneration								
No.	Name ²	Position (as in TECH-6)	Person-month Remuneration Rate ⁴	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	Key Experts							
K-1			[Field]					
K-2			[Field]					
	Non-Key Experts							
N-1			[Field]					
N-2								
N-8		Designer’s Representative (Lot 1)	Euro 2,000	10				
				Total Costs				

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. [Reimbursable]								
N°	Type of [ReimbursableExpenses]	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
1.	International transportation (for mobilization and demobilization)	Trip		_____				
2.	Office Equipment including PMIS software and hardware	Provisional Sum		_____				
Total Costs								

Section 5. Eligible Countries

For the purpose of **ITC6.1**: no exceptions

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

Under the ITC 6.3.2 (a): no exceptions

Under the ITC 6.3.2 (b): no exceptions

Section 6. Bank Policy – Corrupt and Fraudulent Practices

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

Consultants are responsible for making sure that no person or entity contemplated by the Proposal, including without limitation member of a Joint Venture, suppliers, contractors, subcontractors, concessionaires, and Consultants, Sub-consultants, and Experts is, as at the relevant date, ineligible pursuant to the Bank’s Enforcement Policy and Procedures (EPPs) to become a Bank Counterparty (as defined in the EPPs) [footnote 1: The EPPs are located at <http://www.ebrd.com/downloads/integrity/epp.pdf>] [footnote 2: A list of all ineligible persons and entities is located at <http://www.ebrd.com/pages/about/integrity/list.shtml>]

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

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

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

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

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

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

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

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

Section 7. Terms of Reference

1. Background

The Government of the Republic of Moldova has received financing from the European Bank for Reconstruction and Development (EBRD) towards the cost of the Moldova Road Sector Program and it intends to apply the proceeds to payments for consulting services for the Construction Supervision of the civil works to be executed under the project.

The objective of the Construction Supervision services is to supervise the rehabilitation of public roads through efficient and effective expertise, resulting in the issue of a Taking-over certificate and a Performance Certificate for the roads at the end of construction.

The consultant will be required to undertake the role of the “Engineer” as defined in the FIDIC MDB Harmonized Edition of the Conditions of Contract for Construction, March 2006. The Services to be provided by the Consultant is expected to start in April 2016, shall be for a period of about 40 months (comprising 1 month for Preconstruction Activities, 24 months for the Construction Period Activities, 12 months Defects Notification Period activities and 3 months for Performance Certificate, Final Account and Contract close-out) and shall include, but not be limited to (a) establishment of systems of managerial control for civil works contracts, (b) the Engineer’s administration of Contracts, (c) control over estimated works quantities and contract outcome costs, in monitoring the progress of the Works and technical records; (d) control and acceptance of contractor’s interim and final payment certificates; (e) the acceptance and/or approval of Contractors’ key staff, insurances, guarantees, licenses, programs, method statements, traffic management plans, safety measures, suppliers and materials for incorporation in the works, the quality assurance and control plans, laboratory provisions and execution of the testing program, subcontractors, plant, equipment and environmental protection; (f) direct supervision of the works and monitoring of progress; (g) the preparation of progress, technical and contractual reports, (h) execution of the control tests of all materials intended for incorporation into permanent works and the all executed works.

The consulting services include construction supervision on the R 9 Road:

- **RSP/W8/03: Rehabilitation of R9 Soroca-Arionesti Road, km 0+000 – km 30+950.**

Detailed information on the civil works contract/s is presented in Annex A to this Terms of Reference, including access to the Works Contract/s’s Tender Documents. The Documents include the Conditions of Contract (for the Works) and details of the facilities to be provided for the Engineer for each Lot.

2. Objective(s) of the Assignment

The main objective of the assignment for the Consultant (herein referred to as “the Engineer”) is to assist the Employer in the administration of the Bank-funded Contract/s (hereinafter referred to as “the Contract/s”) with due diligence and carry out the duties of the Engineer assigned to him in the Contract/s in addition to what is described in these Terms of

Reference. The Consultant shall exercise the authority attributable to the Engineer, as specified in or necessarily implied from the Contract/s, to ensure timely, satisfactory completion of the Works in accordance with the Contract/s.

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

The Engineer shall perform the duties and authority of the Engineer as specified in or necessarily implied from the Contract/s as well as administer the Contract, dealing with situations in accordance with the contract/s, taking due regard of all relevant circumstances; the Engineer shall perform his duties or act:

- proactively, where the initiative lies with the Engineer in administering the Contract/s and in addition providing all necessary warning and reminders to the Contractor/s and the Employer to ensure timely and smooth implementation of the project and to prevent claims by the contractor/s;
- reactively, in response to the Contractor/s's or the Employer's requests; and
- passively, in observing the requirements of the Contract/s

Wherever appropriate and not in conflict with the Contract/s, the Engineer shall exercise every reasonable care to protect the interests of the Employer, including safety and environmental considerations.

The Engineer shall ensure that the Contractor/s has secured all relevant permits necessary to start works, or specific works process, and that the Contractor/s complies with all relevant Health and Safety and Environmental regulations during the works'

The Engineer shall supervise the proper implementation of the Road Safety Recommendations and Considerations under both Road Users and Contractors' workers perspectives under the works contracts.

The Engineer shall exercise all reasonable care to protect the interests of the State Road Administration, to ensure the timely supervision and control of the Works and to avoid the occurrences of disorders of construction during the Works.

The Consultant shall perform the Services in accordance with the laws and any other instruments having force of law in Moldova as may be issued and in force from time to time.

The Engineer shall note that the Employer is under obligation to seek the Bank's concurrence before agreeing to or implementing any modification or waiver of the terms and conditions of the Contract including granting an extension of the stipulated time for performance. The Engineer shall note that the Accepted Contract Amount includes a Provisional Sum for Contingencies intended to cover any variations and price adjustment, if applicable.

The Consultant will seek prior written approval of the Employer for the following:

- (i) issue any Variation to the scope of work with or without financial implications on the Contract Price, except in an emergency situation as determined by the Engineer
- (ii) in the event of additional work the Engineer shall report on the relative merits of tendering vis-a-vis issuing a variation for such additional works;
- (iii) approving a proposal for Variation submitted by the Contractor;
- (iv) making variations in work quantities which bring the total cost in excess of 0 percent of the Contract Price at tender rates;
- (v) approving the subletting of any part of the works, except subcontracts up to Euro 100,000;
- (vi) approving any extension of the Time for Completion;

The Services to be provided by the Consultant shall address, inter alia:

1. pre-construction activities
2. administration of the civil work contract
3. approval of contractor's materials, construction techniques and programmes of works;
4. direct supervision of the works and monitoring of progress;
5. supervision of ESMP implementation.
6. supervision of the implementation of the road safety recommendations
7. preparation of mandatory reporting.

(1). Pre-construction activities

- (a) The responsibility of the Engineer shall be for, but not limited to, the following tasks: advise the Employer in approving contractor's insurance policies and guarantees;
- (b) approve, when satisfactory, the contractor's Quality Assurance Plan;
- (c) before the start of the works and during the works, facilitate any communication and attend any meeting between contractors and the owners of facilities (water, telephone, electricity, gas) sharing the road right-of-way; in particular, give advice on proposed modifications by the owners of facilities;
- (d) ensure that environment protection provisions set out in the contract documents are respected;
- (e) ensure that traffic operational safety is met before commencing the works and issue any work plan or drawing in that respect;

- (f) check correctness of co-ordinates and levels of all survey reference markers provided by the Project Designer and require the contractor to make an independent check;
- (g) Approve the sources of materials proposed to be used by the Contractor.
- (h) before the start of the Works ensure that the Contractor carries out a comprehensive level and condition survey of the road pavement and associated works;
- (i) confirm with the Contractor either the continuing viability of the designs or, if the condition of the road has changed in the period since the designs were issued and/or if any part of the design is agreed to be inappropriate, request the Contractor to propose such adaptation of the design as may be required for the road to provide the intended level of service;
- (j) verify, with the assistance of the Contractor, the setting out and levels of the designed works in relation to the existing road pavements;
- (k) re-measure the Works from the survey data and, taking due account of any proposed design adaptation that is accepted to be necessary, agree the re-measurement with the Contractor;
- (l) verify, to the Employer, the substantial agreement of the re-measured quantities with the estimated quantities in the Bills of Quantities and/or, in the case of any significant differences, promptly advise the Employer of any prospective Time and Cost effects that may be proposed by the Contractor in accordance with Sub-Clause 13.3 (Variation Procedure), sub-paragraphs (b) and (c), and make appropriate recommendations;
- (m) verify that the additional works requirements will be covered by the provisional sum contingency allowance and make recommendations to the Employer on appropriate measures to be adopted if the contingency is likely to be exceeded;
- (n) instruct the Contractor to prepare, at his responsibility, updated Construction Drawings and revised Bills of Quantities that take the actual condition of the road fully into account. Review and verify such updating and revisions prior to their incorporation into the Designs by the Contractor;
- (o) stamp, sign and issue the Verified Construction Drawings to the Contractor as 'Approved for Construction'

(2). Administration of the civil works contract

The responsibility of the Engineer shall be for, but not limited to, the following tasks:

- (a) Financial management of the civil work contract. Based on (i) contractor's programme of works and cash-flow predictions which should be revised at required time intervals and, (ii) upon his own judgement, the Consultant shall prepare monthly, as part of the his monthly reports, disbursement tables showing the status of previous disbursements and a tentative prediction of future disbursements on a monthly basis.

- (b) Provision and administration of the Project Management Information System (PMIS) for management of project correspondence and documents in accordance with the approved PMIS plan and procedures, and timely updates of the records and reports thereof;
- (c) continuous follow-up of the contractor work programmes and monitoring cash-flow in relation to the planned schedules;
- (d) alert immediately the Employer if any change occurs in the progress of disbursements;
- (e) day-to-day measurement and recording of quantities of works carried out by contractors;
- (f) daily recording of work site events in a work site logbook;
- (g) recapitulation of quantities of work carried out monthly for each contractual item of work;
- (h) monthly comparison of actual progress against progress as scheduled;
- (i) review of Contractor's Monthly Statements and Statements at Completion and issue Interim Payment Certificates;
- (j) attendance at periodic site meetings and monthly progress meetings.

The required procedures and formats to carry out these tasks shall be prepared by the Engineer and submitted for the approval of the Employer in the Inception Report.

(3). Approval of contractor's programmes, construction techniques and materials

The responsibility of the Engineer shall be for, but not limited to, the following tasks:

- (a) approval of contractor's site installation;
- (b) approval of equipment temporarily imported by contractor;
- (c) approval of proposed sub-contractors with the prior agreement of the Employer subject to the subcontractor demonstrating satisfactory qualifications and experience for the part of the works for which the subcontractor is proposed;
- (d) approval of contractor's proposal for traffic management and safety at work sites for his equipment;
- (e) approval of contractor's proposal for traffic operational safety for road users;
- (f) approval of work programme based on proposed resources, and updated programmes as the case may be;
- (g) approval of the procedures to ensure compliance with the environmental management plan;
- (h) approval of the health and safety procedures;
- (i) approval of quantities and calculations established by contractor;

- (j) approval of corrections/modifications of geometric survey, if required;
- (k) approval of earthmoving scheme for earthworks;
- (l) approval of procedures for construction of drainage works;
- (m) approval of proposed sources of materials;
- (n) approval of construction techniques for structures;
- (o) approval of setting-out of the works;
- (p) approval of establishment of contract management documents;
- (q) comparison of work output actually carried out with that presented in the tender and discuss with the contractor remedy to possible slippage;
- (r) any other activity related to the approval and review of methods of work and methods of management.

(4). Supervising the works

The responsibilities of the Engineer shall be for, but not limited to, the following tasks:

- a) inspect the works to check whether performance complies with specifications and drawings;
- b) witness and approve regular tests of materials and of completed works, and order additional tests if required;
- c) order the removal of improper or substandard work;
- d) control materials incorporated into the works;
- e) examine and attend the measurement of any work that is about to be covered or put out of view before permanent work is placed thereon;
- f) record work site daily events and quantities to pay (subject to geometric and quality tests);
- g) attend to the work inspections carried out by the State Authorities in accordance with the Moldovan Law;
- h) organise provisional and temporary taking-over of works and submit all supervision documents to the taking-over committee according to the Applicable Law;
- i) calculate delay damages, if necessary;
- j) inspect the works during the defects notification period;

The Engineer shall provide full time on-site supervision of the Contractor's operations during the first month of the Defects Notification Period corresponding to the last section of the Project accepted as completed;

During the remaining 11 months of the Defects Notification Period the Engineer will be responsible for monitoring the Contractor's operations and for issuing

any required certificates. For the purpose of carrying out the services, the Engineer shall carry out quarterly site visits to monitor the rectifications on unattended/uncompleted activities, identifying and preparing reports on defects if any, supervising the remedial works and preparing and issuing the Final Payment Certificate. During this period the Engineer shall be required to draw the attention of the contractor to any defects if and when noticed and shall supervise such remedial works.

k) review and approve the Quality Assurance Plan submitted by the Contractor and check that the works are implemented in accordance with the specifications; in particular, the Consultant shall verify that all laboratory tests described in terms of type and frequency are carried out by the contractor's laboratory. The Engineer shall himself check the quality of such tests by conducting separate testing to verify the Contractor's findings;

l) the Engineer shall promptly analyse the claims submitted by the Contractor, conduct consultations and evaluate them in accordance with the contract

m) the Engineer shall immediately report to the Employer any event or dispute which requires the intervention of the Employer and will assist the Employer in resolving any site dispute.

n) supervise the Contractor in all matters concerning safety and care of works;

o) issuing of Taking-Over Certificates and Performance Certificates;

Immediately prior to the expiration of the Defects Notification Period for any section of the works for which a Certificate of Completion of the Works has been issued, the Engineer shall in the company of the Employer, and the Contractor inspect the said section and provide written affirmation that the works have been completed and maintained in accordance with the contract, and issue a Performance Certificate for the section. The Engineer shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Employer

p) review the Contractors' Final Statements and issue Final Payment Certificates;

Upon receipt from the Contractor within 56 days of the issue of the Performance Certificate for the last section for which the defects notification period has expired, the Engineer, based on the Final Statement provided by the Contractor, shall prepare the Final Payment Certificate for the contract. If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require within 28 days from receipt of said draft and shall make

such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed.

During this process the Engineer shall make the best effort to pursue the quickest finalization of approval process. In particular, to avoid unnecessary delays and/or disputes with the Contractor, the Engineer shall provide the Contractor well in advance with the requirements to the format of Final Statement and to the amount and level of details of information which the Contractor will need to supply to the Engineer with its Final Statement to enable the Engineer to prepare the Final Payment Certificate within the provided above timelines.

- q) recommend returns of guarantees and retention;
- r) supervise, verify and approve, , the Contractor's "as-built" drawings.

(6). Short-term expertise

The number and type of specialists to be mobilised will be agreed between the Employer and the Consultant as the need arises. For estimating purposes, a number of individual expert visits and a global number of man-months are to be shown in the proposal and the Consultant should also enter a man-month rate and round trip air ticket cost 10man-months is to be included in Proposal for a total of 10 missions Short term experts may only be mobilised upon the written consent of State Road Administration and must provide mission reports prior to their demobilisation.

Short-term experts may be required in the following areas:

- geology and geotechnical expertise;
- environmental expertise;
- specific equipment expertise;
- hydrology;
- hydraulics;
- claim expertise;
- legal adviser;
- financial experts;
- traffic safety.

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

The Engineer shall employ suitably qualified engineers and other professionals who shall be competent to carry out any/or all of the duties in accordance with responsibilities and/or authorities that may be specified in or necessarily implied from the Contract.

In preparing the Staff Mobilization Schedule, the Engineer shall take account Contractor's work programme and construction activities.

The Engineer shall consider the prospective peaks of the construction activities and ensure the adequacy of staffing levels during such periods and shall be responsible for efficient staffing levels, including its reduction, when the real pace of the construction activities is much lower than work program envisages. The Engineer shall arrange for an appropriate head office back-stopping support for the Engineer's supervision team.

The minimum number of man-months in field required for the assignment is **374** . This includes 148 man-months for Key Staff, 216 man-months for Technical Support Staff and man-months for short-term experts. However the Consultant shall propose the time commitment for each of the key staff in the proposal. The Client expects proposals to be based upon the man-months estimated by the Client. Consultants offering staff months less than the Client's estimate run the risk of an adverse impact on their technical scores.

4.1 Engineer's Staffing

This section includes both Key Staff and Technical Support Staff of the Engineer, as follows.

The Key Staff listed below are envisaged for the assignment.

Position	Number	Duration (man-months)
Key Staff	6	148
Team Leader / Project Manager	1	
Materials Engineers	2	
Quantity Surveyors	2	
Environmental Expert	1	
Technical Support Staff	9	216
Road Inspector	1	
Bridge Inspector	1	
Surveyors	2	
Laboratory Assistants	2	
Designer's Representative	1	
Secretary/Team Assistant	1	
Translator/ Interpreter	1	
Short-term experts		10

Curriculum Vitae of the Key Staff proposed shall be signed by each Key Expert and submitted with the Consultant's Technical Proposal, in sufficient detail to clearly demonstrate that the credentials described below have been met. Where the credentials for a candidate are met by another team member, this shall be stated. The Key Staff shall possess University Degrees in Highway or Civil Engineering, or an equivalent technical qualification related to their respective proposed specialty in this project.

The job descriptions below are indicative and the Engineer may propose an alternative distribution of tasks to better match individual skills of the expert proposed. In such a case, this shall be clearly explained in the proposal.

- Provided that the basic minimum staff requirements are met, the Engineer is free to propose the supervision structure that is deemed by the Engineer to optimally meet the project requirements.
- The Team Leader / Project Manager and Deputy Team Leader / Resident Engineer shall be present during the working season, and either the Team Leader or Deputy Team Leader shall be available until the Works are complete.

In addition to the minimal required team of Key Personnel mentioned above, the Engineer shall provide the necessary field teams of support staff to be assigned to each contract.

The numbers and person-months for all staff shall be included in the technical proposal and the costs in respect of these personnel are to be included in the financial proposal.

(a) Team Leader / Project Manager (TL /PM)

Credentials:

a) General Qualifications:

The candidate shall be a graduate civil engineer or equivalent.

b) General experience:

The candidate shall have at least twenty (20) years of relevant experience in design, construction and/or supervision of road works.

c) Specific experience and expertise related to the task:

The candidate shall have a minimum of twelve (12) years of experience of supervision of road rehabilitation or/and construction works.

Experience of asphalt pavement construction is considered to be an asset.

Experience of similar posts on at least three successful completed projects of similar size and complexity under FIDIC Conditions of Contract shall be demonstrated.

d) Broad international experience is required Specific Experience in the region:

Experience in NIS countries (Newly Independent States) and Romania will be considered an asset.

e) Language

A good working knowledge of the English language is required.

Job description:

The Team Leader / Engineer's Representative shall:

- *carry out the duties of the Engineer's Representative, as described in the civil works contract documents;*
- *manage the Consultant's team;*
- *elaborate the programme of activities of his team;*
- *take care of his team's logistics;*
- *check that the services are carried out in accordance with the Terms of Reference;*
- *verify and certify the interim and final statements of work;*
- *identify any risks of Contractor's claims and report to the Employer on such risks as promptly as possible;*
- *identify risks for delays in the works and report to the Employer on such risks as promptly as possible;*
- *produce the periodic reports;*
- *produce the final reports;*
- *produce any other reports as required by the Employer;*
- *inspect the works during the Defects Notification Period and issue the related reports;*
- *advise the Client on any issue likely to affect the financial resources, e.g., variation orders, or the scope of work;*
- *delegate duties as appropriate to other Key Personnel and Technical Support staff;*
- *be the responsible person on behalf of the Engineer to assure Contractor's implementation of, and compliance with, the Health and Safety requirements of the contract. As such, delegate specific responsibilities to the appropriate Key Personnel to assure Contractor's compliance with the Occupational Health and Safety (OH&S) Plan which is a part of the Construction Environmental and Social Management Plan (CESMP);*
- *when applicable, be the person to record and send notices on implementation of penalties against the Contractor in accordance with the works contract.*

(c) Materials Engineers (MEs)

Credentials:

a) General Qualification:

The candidates shall have relevant engineering degrees or equivalent.

b) General experience:

The Candidate shall have at least fifteen (15) years of experience in quality management of civil works and materials testing.

c) Specific experience and expertise related to the task:

The Candidate shall have at least 10 (ten) years of experience of roads, bridges, motorways contracts as a Materials Engineer, including asphalt paving works, where the candidates must demonstrate knowledge of asphalt mix designs.

Experience of similar posts on at least two similar successful completed projects shall be demonstrated.

d) Broad international experience is required Specific Experience in Region:

Experience in NIS countries or/and Romania is required.

e) Language

A good working knowledge of the English language is required.

Job Description:

The Materials Engineers shall:

- *co-ordinate the supporting staff engaged for quality control (laboratory technicians, site inspectors, surveyor), in order to ensure that all related procedures are implemented by the Consultant's staff;*
- *prepare a data base of procedures regarding the implementation of quality assurance plans;*
- *check that procedures are implemented;*
- *elaborate a procedure to be applied for the delivery, checking and approval of materials to be incorporated in the permanent works;*
- *inspect the quality of the works;*
- *discuss any remedy with the contractor;*
- *report to the TL/ PM and the DTL/RE as necessary;*
- *audit contractors' quality assurance systems.*

(d) Quantity Surveyors (QSs)

Credentials:

a) General Qualification:

The candidates shall have relevant engineering degree or equivalent.

b) General experience:

The Candidate shall have at least twelve (12) years of experience in road, design, construction and/or supervision.

c) Specific experience and expertise related to the task:

The Candidate shall have at least 8 (eight) years in similar positions in the construction or /and supervision of road works.

Experience of similar posts in at least two (2) successful completed projects of similar size and complexity under FIDIC Conditions of Contract is required.

d) Specific Experience in Region:

Experience in NIS countries or/and Romania is an asset.

e) Language

A good working knowledge of the English language is required.

Job Description:

The Quantity Surveyors shall:

- *co-ordinate the activities for the daily measurements of the approved works;*
- *keep weekly records of all quantities approved for payment;*
- *prepare, in close co-ordination with the Team Leader and/or Deputy Team Leader all documentation regarding the Monthly Statements and the Interim Payment Certificates, and Supporting Documentation.;*
- *particularly, the Quantity Engineer shall verify constantly, in co-ordination with the Team Leader and the Materials Engineer, that the payable quantities refer only to works which are Quality Assured through the Quality Control procedures;*
- *draw-up and up-date the necessary records and documents for the preparation of all Contract Administration activities, such as the Variation Orders, the analysis of claims and other similar issues;*
- *supervise the execution of works and check the finished works before taking-over;*
- *promptly inform both Team Leader and/or Deputy Team Leader of potential Variation Orders and unexpected increases in costs;*
- *provide daily co-ordination of supporting staff assigned under his direct control, ensuring constant supervision and quality control of the works in progress;*
- *follow-up the works in order to advise the Team Leader and/or Deputy Team Leader about any event which might create disturbance or disorders.*

(f) Environmental Expert**Credentials:**

a) General Qualification:

A graduate degree in the related field (environmental science, environmental policy and environmental law).

b) General experience:

The Candidate shall have at least 10 (ten) years experience in environmental management issues relating to infrastructure projects.

c) Specific experience and expertise related to the task:

The Candidate shall have at least 5 (five) years of experience working with environmental management issues relating to road rehabilitation projects including the preparation and/or the implementation of environmental management plans.

The expert should be familiar with the EU and EBRD environmental and social guidelines and procedures.

d) Specific Regional Experience:

Experience of local Moldovan environmental requirements shall be considered as an asset.

e) Language

A good working knowledge of English language is required.

Job Description:**The Environmental Management Expert shall:**

- Confirm that the contractors have all the required national and local permits to perform the Works according to their contracts before starting the construction works;
- Review the status of all required construction and environmental permits, including a periodic status update as a component of the reporting requirements;
- Supervise the implementation of the mitigation and environmental protection measures provided in Environmental Social Management Plan for the Project;
- Ensure implementation of the monitoring plan of the Project and establish the baseline for efficiency of mitigation measures;
- Actively participate and/or organize and manage periodic sessions for public consultation on environmental impact issues related to the road;

- Review and comment on the environmental documentation (environmental report produced by Contactor); Ensure that implementation of mitigation measures and monitoring are included in the Contractor daily works;
- Timely and accurately document cases on Contractor's noncompliance with the works contract environmental requirements and funding Bank policies.

(g) Moldovan Construction Law

With reference to the Law No. 721, dated 2nd February 1996, on Quality in Construction, the Consultant will include qualified construction Works Superintendents and Designer's Representative in his supervision team in order to ensure compliance of the executed works with the design according to Moldovan legislation.

The Designer's Representative will be a representative of the Project Designers, for whom details are given in Annex A. The Designer's Representatives shall be required to attend the Site as required by the legislation in force, and a total of 10 man-months shall be included in the Proposal for estimating purposes.

In order to avoid potential conflict of interests the project designers shall not be entitled to accept appointment from the Contractor in respect of Contractor's obligations to prepare construction drawings for the project.

The remuneration rate for the Services of the Designer's Representatives is 2,000 (two thousands) Euro per month. This rate shall be included without modification in the Financial Proposal Form FIN – 3. The use of the Designer's Representatives' Remuneration is subject to General Conditions of Contract and the Client's prior approval.

(h) Short-term experts

Graduated engineers or other qualified professionals, having at least fifteen (15) years of experience in their area of expertise. They shall also have a university degree in their area of expertise.

Experience in countries with conditions similar to Moldova will be considered an asset.

They shall demonstrate that they have participated in at least two (2) projects where they have held similar functions.

The expertise will be supplied at the request of the Consultant with the prior written approval of the Employer providing the terms of reference for the assignment.

The Employer's agreement to a proposed expert shall be obtained prior to his coming/her coming in Moldova based on a curriculum vitae supplied by the Consultant.

They will be mobilised according to the needs, which may arise since the pre-construction stage during the construction works and until the end of the Defects Notification Period.

Short-term experts shall produce detailed reports at the end of their stay in Moldova, stating the results of their expertise on site.

5. Reporting Requirements and Time Schedule for Deliverables

During the period of the services, the Engineer will provide the Employer with the following reports (1 copy in Romanian and 2 copies in English and an electronic copy):

- (a) Inception Report
- (b) Work Programme report
- (c) Monthly Progress Report
- (d) Variations Reports (if required)
- (e) Completion Report
- (f) Claims Reports (if required)
- (g) Defect Notification Period Reports
- (h) Final Report
- (i) Special Reports (if required) on any major issue, including modification of Working Drawings, raised by the contracts implementation, at the request of the Employer.

5.1 Inception Report

Within one month of the Effective Date, the Engineer shall prepare and submit to the Employer the Inception Report showing Consultant's models for the monthly reports, Interim Payment Certificates, refine staff mobilization schedule, time reporting systems, Project Management Information System, define the responsibilities to be delegated, establish the communication procedures with the employer, and the required procedures and formats to carry out the civil works contract administration tasks.

Engineer's Work Programme Report Within 21 days of of the Contractor's Work Programme, the Engineer shall submit a report to the Employer (Engineer's Work Programme Report), which shall indicate whether the Engineer has consented to the Programme or otherwise. In the case of the latter the report will indicate the reason for not giving consent. In the event that the Engineer consents to the Contractor's Work Programme, the Engineer's report will include the following:

- a) copy of the Contractor's detailed time programme showing the order in which the Contractor intends to carry out the Works, including general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, Contractor's key equipment and personnel mobilization plan, and other information as may be deemed necessary and appropriate by the Engineer;
- b) copy of the Contractor's detailed cash flow estimate, in monthly periods, of all payments to which the Contractor will be entitled under the Contract;
- c) annexes including:

- a list of critical path items and the related Contractor's estimate of delivery periods, accompanied with the Engineer's estimate of the latest delivery periods for each critical path item to warrant the completion in accordance with the Contract;
- for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location and the expected dates of:
 - commencement of manufacture;
 - Contractor's and/or the Engineer's inspections and tests; and
 - shipment and arrival at the Site;
- the materials and plant selected by the Engineer for inspections and tests including an appropriate specification of the tests to be carried out and the associated arrangements;
- the names and particulars of the Contractor's representative and other superintendence personnel approved by the Engineer in accordance with the Contract;
- the names of Subcontractors consented by the Engineer in accordance with the Contract and for each Subcontractor the cost and quantity of the subcontracted Works; this section shall include a brief justification for the Engineer's consent;
- the details of a Project Management Information System (PMIS), acceptable to the Employer, for efficient and timely management of correspondence and documents from the Contractor, Employer and other stakeholder, as applicable, to be compatible with Employer's Management Information System (MIS) requirements, also including an implementation schedule.
- copies of all notices, consents, approvals, certificates or determinations given or issued by the Engineer within the reported period; and
- other information as may be required by the Employer.

5.3 Monthly Progress Reports

The Engineer shall prepare and submit to the Employer monthly progress reports. The first report shall cover the period up to the end of the first calendar month following the Engineer's mobilization. Each monthly progress report shall include:

- brief summary information about any events or circumstances which, in the Engineer's opinion, may create sufficient grounds for any time and/or cost overrun under the Contract and the Engineer's recommendation of the measures being (or to be) adopted to overcome such events or circumstances and the contractual basis therefore;
- comparison in the form of a chart showing the Contractor's original cumulative cash flow estimate, in monthly periods, of all payments to which the Contractor will be entitled under the Contract and the actual payments certified by the Engineer up to the end of the reporting period. In the event of the cumulative amount of the actual monthly

payment certificates being lower than the Contractor's estimate, the Engineer shall accompany the chart with a supporting report and provide:

- details of any events or circumstances that have caused the discrepancy;
 - an assessment of the significance of such events or circumstances, including the Engineer's opinion, on whether these may jeopardise the completion in accordance with the Contract;
 - a report on the measures being (or to be) adopted to overcome delays in respect of each event or circumstances and the contractual basis therefore
- comparison of the actual percentage completion of delivery compared with the planned for each critical path item identified in the Engineer's Work Programme Report; where any delivery is behind the programme, the Engineer shall give comments on the likely consequences and state the remedial action being (or to be) taken;
 - comparison of the actual percentage completion of delivery compared with the planned for each main item of Plant and Materials, if not included in the list of critical path items;
 - projection on Contract's total final price and the completion date;
 - information about the use of provisional sums and an appropriate justification therefore;
 - photographs and videos where appropriate showing the status of manufacture and of progress on the Site;
 - copies of quality assurance documents, test results and certificates of materials;
 - safety statistics, including details of any incidents, accidents, and/or activities relating to environmental and social aspects, health and safety, trafficking in person, and public relations and progress of resolving public complaints;
 - copies of all notices, consents, approvals, certificates or determinations given or issued by the Engineer within the reported period including consents to the Contractor's Performance and the Advance Payment securities; and
 - other information, as may be required by the Employer.

5.4 Variations Reports

In preparing variations, the Engineer shall note that the Employer will seek no objection from the Bank. The Engineer must therefore prepare variations to ensure that the Employer can comply with the Bank's procedures.

Unless, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer shall provide a preliminary report to the Employer on any prospective variation which shall outline the basis for the Engineer's valuation of the variation including but not limited to the following:

- assessment of the time implication with potential prolongation costs and analysis of whether a variation is warranted vis-a-vis a separate tender;

- the Engineer's opinion on the extent, if any, of applicability to the varied Works of the rates and prices set out in the Contract;
- the quantity and the value of the varied Works that can be determined using the rates and prices set out in the contract;
- the quantity and the Engineer's estimate of the value of the varied Works, which can be determined using the rates and prices set out in the contract as the basis for valuation:
 - the Engineer shall provide a detailed breakdown of the rates and prices set out in the contract and identify the price components that the Engineer used or intends to use for the valuation of the varied works;
- the quantity and the Engineer's estimate of the value of the varied Works, which can only be determined using the rates and prices agreed to be agreed upon between the Engineer and the Contractor:
 - the Engineer shall provide to the Employer an appropriate justification of the basis for the agreement

In case a variation is approved and instructed, the Engineer following the execution of the variation by the contractor, has to provide the final report based on his preliminary report to demonstrate the facts in comparison to his above assessments explaining any deviations with the analysis whether they are material.

5.5 Completion Report

On completion of the Works Contract, upon issue of the Taking-Over Certificate, within 28 calendar days the Consultant shall submit a Completion Report, which shall include but not limited to, copies of the Taking-Over Certificate(s); verified "as-built" drawings showing all revision to the design of the Works; an analysis of the completion cost of the Works; An overview of the actual progress of the Works detailing reasons for delays and/or extensions of time; an overview of Site safety procedures, any problems in this regard and recommendations for improvement; an overview of the Contractor's working practices and resources; an assessment of the quality of Materials and workmanship, any problems in this regard and recommendations for improvement; details of technical difficulties encountered and how these were overcome; details of administrative difficulties encountered and how these were overcome.

5.6 Claims Reports

In the event of receipt of a notice of claim from the contractor, immediately thereafter, the Engineer shall notify and provide copy of the Contractor's notice to the Employer.

Promptly after the Engineer's inspection, the Engineer shall provide the Employer with an assessment of the Contractor's contemporary records, which shall be supported with the Engineer's preliminary conclusions with regard to the potential outcome of the claim. The Engineer shall also consult with the Employer any instruction, which have been (or to be issued) to the Contractor with regard to any further related records that the contractor may have.

The Engineer shall require the Contractor to copy to the Employer all details sent to the Engineer with regard to the Contractor's claim.

Prior to certification of any payment to the Contractor in relation to the Contractor's claim, the Engineer will have consulted with the Employer the grounds on which the Engineer intends to certify the payment. The Engineer shall provide the Employer with any particulars to enable the Employer to establish his position with regard to the Engineer's certificate.

5.7 Defects Notification Period Reports

The Engineer shall prepare for each inspection visit a report detailing:

- outstanding and remedial works completed by the Contractor during the period;
- the location, nature, extent and analysis of the causes of defects identified, if any;
- recommended method to correct identified defects together with cost estimates;
- in consultation with the Employer and Contractor the liability for correcting the defects identified.

The report shall be submitted to the Employer within two weeks of completion of each mission.

5.8 Final Report

Prior to last two months of the assignment the Consultant shall prepare a first draft final report which shall highlight all major points of interest that arose during the contract. The report will include amongst other the summary of the type, quality, quantities and sources of materials used on the project; contractor's plant and personnel; problems encountered and solutions employed; changes made by the Contractor in design and specifications and the reasons therefore; a breakdown of Contractor's performance in terms of respect of the Service Quality Criteria for maintenance services; a breakdown of the final cost of the contract item by item; a summary of contract changes and expenditure of provisional sums and contingency sums; a summary of all road and work execution related accidents happened during the contract execution and defects notification periods. Upon completion of the contract, i.e. issuance of the Final Payment Certificate, the Final Report shall be submitted by the Consultant which will take into account all comments, if any, provided by the Employer to the draft final report.

6. Client's Input and Counterpart Personnel

(a) *Services, facilities and property to be made available to the Consultant by the Client:* All available information, reports, documents, etc., related to the execution of the Works shall be made available to the Consultant by the Client. The facilities to be provided to the Consultants are described in the Works Contract/s Tender Documents.

(b) *Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:* **Counterpart personnel are not required**

7. DURATION

The assignment for the Supervision of the Contract:

RSP/W8/03: Rehabilitation of R9 Soroca-Arionesti Road, km 0+000 – km 30+950

*Is expected to start in **April 2016**. The time period for each lot shall be 40 months, comprising 1 month for Preconstruction Activities, 24 months for the Construction Period Activities, 12 months Defects Notification Period activities and 3 months for Performance Certificate, Final Account and Contract close-out*

The time period may be changed by written agreement between the parties.

8 . Services to be provided to the Consultant

The Works Contractor/s shall provide, furnish and maintain contract offices for use by the Engineer and his staff on the site of the Works. The contract/s offices shall be at locations provided by the Contractor/s and approved by the Engineer. An indicative description of the offices and furniture to be provided by the Contractor/s is presented in Chapter 004 Engineer's Facilities, Part 2 - Requirements – Specifications of Tender Documents, and land-line telephones will be provided by the Contractor/s for calls within Moldova. International calls will be at the Consultant's cost. The Contractor/s shall provide site safety equipment (high-visibility vests, helmets, boots, etc.).

In case the Contractor/s will use any proprietary software for design and planning, free use of a license for it would be provided to the Consultant for the duration of the services.

The Contractor/s shall provide and maintain Laboratory offices equipped with necessary laboratory equipment, including an office for the Engineer at each Laboratory.

The Client may assist the Consultant in obtaining any entry/exit visas, etc. However, any related costs shall be borne by the Consultant.

Any other costs shall be borne by the Consultant. This includes accommodation, office equipment (computers, printers etc.), transportation, mobile telephones, topographical survey equipment, and any other goods, equipment or services required by the Consultant.

Any available information, reports, documents, etc., related to the execution of the Works shall be made available to the Consultant by the Client.

All documents related to the Works are, and will remain the Client's property after completion of works. The Consultant cannot use or dispose of this documentation without the Client's written approval.

9. Project Data and Documents

The Engineer shall provide and maintain orderly working files and a comprehensive, computerized log for correspondence, minutes of meetings and conferences, submittal data, submittal registers, inspection and monthly progress reports, contract documents including amendments, notice to commence, variation orders and modifications, all in a Project Management Information System (PMIS), as approved by the Employer and compatible with the Employer's Management Information System (MIS). The Engineer shall also maintain all detailed deliverable inventory, scheduled dates and actual status. During the course of the works under the contract, the Engineer shall maintain any and all electronic and printed project documents in good order in its site office. From time to time, the Employer may request the Engineer to provide certain documents to interested parties, approved by the Employer. Documents of a sensitive nature should be stored separately in the reference library. Prior to completion of the final contract period, the Engineer shall deliver to the Employer any and all hard copies project documents, in good order and properly indexed and marked. Additionally, the Engineer shall provide the Employer with all electronic files of any and all project documents stored in a media acceptable to the Employer including a comprehensive, well-organized electronic index of all those documents. The copyright of all project materials and any software license used for the PMIS shall belong to the Employer.

ANNEX A

Detailed Information on Works Contracts to be supervised

Tender Documents

Tender documents for the works contract/s for the Rehabilitation of R9 Soroca-Arionesti Road can be accessed free of charge on the official SRA web site under "Tenders": www.asd.md for:

- ***RSP/W8/03: Rehabilitation of R9 Soroca-Arionesti Road, km 0+000 – km 30+950.***

Consultant's Role

The Bank Harmonized Edition of the Conditions of Contract for Construction prepared by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or FIDIC), FIDIC 2006 shall be used as a contractual framework to implement the Works and the Consultant shall be the Engineer in the sense of FIDIC. The duties of the Engineer are defined by the Tender Documents for the Works and the Terms of Reference.

The Employer

The Employer under the FIDIC Conditions of Contract shall be the General Manager of the SRA who may delegate part of his duties to a representative ("the Employer's Representative") in the course of the contract.

Facilities for the Engineer

The facilities to be provided for the Engineer are stated in Chapter 004, Engineer's Facilities, Part 2, Requirements -- Specifications of the Technical Specifications of the Tender Documents for **RSP/W8/03**

Description of the Works

The works include RSP/W8/03

The R9 links the Moldova/Ukraine border post at Otaci village to the town of Soroca. It forms part of the international connection between Romania and the Ukraine and is an important link in the corridor traversing northern Moldova from Otaci to Floresti (R-13) and to Chisinau along the M2.

The R-9 road section from Soroca and Arionesti, which forms the project road, is approximately 31 km in length and the rehabilitation generally follows the existing road alignment, with limited geometric improvements to eliminate safety hazards or avoid areas subject to severe soil erosion. For safety reasons construction of roundabout is foreseen at the intersection with R7 road.

Rehabilitation works include the reconstruction of road pavement, demolishing and construction of culverts, construction of drainage facilities, relocation of utility lines as required, all as defined in the Drawings, Specifications and Bill of Quantities.

Section wise cold recycling or new construction shall be applied depending on the existing road alignment and the parameters to be achieved for the rehabilitated road. Road safety measures such as metal guardrails at the road edges, marking and signing, bus-bays, pedestrian crossing facilities, traffic lights, sidewalks etc. have to be provided.

During the Works Execution period Contractor shall organize and maintain the road traffic, with exception of specific maintenance works during winter period (snow and glazed frost cleaning).

During the winter period Contractor shall (i) maintain the traffic throughout the zones of unfinished construction; and (ii) provide pavement related routine maintenance including repairing potholes, patching and preserve the unfinished constructions.

In accordance with the current legislation, the Contractor shall be responsible for the road accidents caused by the non-compliance with the contract provisions and the traffic management requirements during the execution of the road works by the Contractor or his Subcontractors.

In accordance with the environmental policies of the Employer and the financing agency the Contractor is required to implement a detailed site-specific Environmental Management Plan throughout the construction process.

Within the rehabilitation scheme for the R9 there are no bridges but there are numerous culverts that will be cleaned, repaired or replaced and the main elements of work comprise:

• Embankment construction	96,000 Cu. m
• Excavation to disposal	78,000 Cu. m
• Cold recycling of the asphalt concrete pavement	30,738 Cu. m
• Asphalt Concrete Pavement Milling (varying depths)	82,856 Sq. m
• Wearing course of SMA concrete, 40 mm	253,485 Sq. m
• Binder course of asphalt concrete M1, 60 mm	265,387 Sq. m
• Geocomposite	48,814 Sq. m

RSP/W8/03.

Designer's Representative

The duty of designer's representative may only be fulfilled by the Moldovan licensed design company who prepared the designs, which in the case of the Rehabilitation of R34 Hincesti-Leova-Cahul Road is Universinij L.T.D

Address: MD-2004, Bucuriei str. 12-A, Chisinau, Republic of Moldova
tel/fax: 0-22-358600; tel: 0-22-748850;

Section 8. Conditions of Contract and Contract Forms

The attached Form of Contract shall be used.

**HARMONIZED STANDARD FORM OF
CONTRACT**

Consultant's Services

Time-Based

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Preface

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

**CONTRACT FOR CONSULTANT’S SERVICES
Time-Based**

Project Name _____

[Loan/Grant] **No.** _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursables Cost Estimates
 - Appendix E: Form of Advance Payments Guarantee

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

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

For and on behalf of each of the members of the Consultant [*insert the name of the Joint Venture*]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

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

of the Client's country.

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

2. Relationship
between the Parties

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

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

gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

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

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

- (a) demobilize, in which case the Consultant shall be

reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

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

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

18. Suspension

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

19. Termination

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

a. By the Client

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

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

Clause GCC 49.1;

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

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

b. By the Consultant

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

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

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and

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

d. Cessation of Services

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

e. Payment upon Termination

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

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

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

20.2 The Consultant shall employ and provide such qualified and

experienced Experts and Sub-consultants as are required to carry out the Services.

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

**b. Law
Applicable to
Services**

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

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

- (a) as a matter of law or official regulations, the [Borrower's or Beneficiary's] country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21. Conflict of Interests

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

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

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

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with

the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

22. Confidentiality

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

23. Liability of the Consultant

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

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums

therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting,
Inspection and
Auditing

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

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

26. Reporting
Obligations

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

27. Proprietary Rights
of the Client in
Reports and Records

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

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles

28.1 Equipment, vehicles and materials made available to the

and Materials

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

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

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

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

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better

- qualifications and experience, and at the same rate of remuneration.
31. Approval of Additional Key Experts
- 31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
32. Removal of Experts or Sub-consultants
- 32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive and/or coercive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 32.2 In the event that any of the Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
33. Replacement/ Removal of Experts – Impact on Payments
- 33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
34. Working Hours, Overtime, Leave, etc.
- 34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.
- 34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.
- 34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate

supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions

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

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

36. Access to Project Site

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property

thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

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

38. Services, Facilities
and Property of the
Client

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

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

39. Counterpart
Personnel

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

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such

member, and the Client shall not unreasonably refuse to act upon such request.

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

F. PAYMENTS TO THE CONSULTANT

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

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

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

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

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

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

42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

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

are known.

43. Taxes and Duties
- 43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
44. Currency of Payment
- 44.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.
45. Mode of Billing and Payment
- 45.1 Billings and payments in respect of the Services shall be made as follows:
- (a) *Advance payment.* Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.
 - (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
 - (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between

actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

- (d) *The Final Payment* .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments

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

G. FAIRNESS AND GOOD FAITH

47. Good Faith

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

H. SETTLEMENT OF DISPUTES

48. Amicable Settlement 48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.
49. Dispute Resolution 49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

II. General Conditions

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

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

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

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

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

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

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

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

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

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

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

account and records as may be relevant for such investigation. Provisions to this effect shall also be included in any subcontract to be awarded by the Bank-financed Consultant.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of the Republic of Moldova.
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are:</p> <p>Client : <u>S.E. "State Road Administration"</u> <u>MD-2004, Bucuriei str. 12 A, Chisinau,</u> <u>Republic of Moldova</u></p> <p>Attention : <u>Gheorghe Curmei</u> Facsimile : <u>(+373 22) 74 12 19</u> E-mail (where permitted): <u>gheorghe.curmei@asd.md</u></p> <p>Consultant : _____ _____</p> <p>Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ [insert name of the member]</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <u>Mr. Gheorghe CURMEI</u></p> <p>For the Consultant: [name, title] _____</p>

<p>11.1</p>	<p>The effectiveness conditions are the following:</p> <ul style="list-style-type: none"> i. no objection to this contract by the Banks; ii. receipt by the Client of no objection from the Bank with regard to award of the Works Contract.
<p>12.1</p>	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be <u>three months or such other time period as the parties may agree in writing.</u></p>
<p>13.1</p>	<p>Commencement of Services:</p> <p>The number of days shall be <u>15 days or such other time period as the parties may agree in writing.</u></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
<p>14.1</p>	<p>Expiration of Contract:</p> <p>The time period shall be <u>40 (forty) months or such other time period as the parties may agree in writing.</u></p>
<p>21 b.</p>	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes <u> X </u> No <u> </u></p>
<p>23.1</p>	<p>Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds one times the total value of the Contract.

	<p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> (a) Professional liability insurance, with a minimum coverage of <u>contract amount equivalent</u>; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <u>10 000 (ten thousands) EURO</u>; (c) Third Party liability insurance, with a minimum coverage of <u>10 000 (ten thousands) EURO</u>; (d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
<p>27.2</p>	<p>The Consultant shall not use <i>documents and software related to this project</i> for purposes unrelated to this Contract without the prior written approval of the Client.</p>
<p>41.2</p>	<p>The ceiling in foreign currency is: _____ exclusive of local indirect taxes.</p>

<p>42.3</p>	<p>Price adjustment on the remuneration does not apply.</p>
<p>43.1 and 43.2</p>	<p>The Client warrants that the Consultants, the Subconsultants and the Experts shall be exempt from (or that the Client shall pay on behalf of the Consultants, the Subconsultants and the Experts, or shall reimburse the Consultants, the Subconsultants and the Experts for) any taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultants, the Subconsultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultants, Subconsultants and the Experts (other than nationals of the Client’s country or permanent residents of the Client’s country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client’s country by the Consultants or Subconsultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client’s country by the Consultants, any Subconsultants or the Experts (other than nationals of the Client’s country or permanent residents of the Client’s country), or the eligible dependents of such Experts for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Client’s country, provided that:</p> <p>(1) the Consultants, Subconsultants and Experts, and their eligible dependents, shall follow the usual customs procedures of the Government in importing property into the Client’s country; and</p> <p>(2) if the Consultants, Subconsultants or Experts, or their eligible dependents, do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultants, Subconsultants or Experts, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.</p> <p>The Consultant shall not be entitled to such tax exemption, payment of</p>

	taxes on its behalf by the Client or reimbursement thereof if the Consultant does not provide to the Client supporting documents confirming that the equipment, materials and supplies referred to in sub-paragraph (b) above have been cleared by customs in the Consultant's name or supporting documents issued by the equipment vendor in the name of the Consultant for the equipment referred to in sub-paragraph (c) above.
44.1	The currency of payment shall be the following: EURO
45.1(a)	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of 15% shall be made within 60 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first 15 months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the advance payment.</p>
45.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p>
46.1	The interest rate is: EURIBOR+1%.
49.	Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity hereof which cannot be amicably settled between the parties shall be referred to and settled, in accordance with the UNCITRAL Arbitration rules as in force and effect on the effective date of the Contract. There shall be one arbitrator and the appointing authority for the purposes of the UNCITRAL rules shall be the London Court of International Arbitration. The seat and place of arbitration shall be London, England and the English language shall be used throughout the arbitral proceedings. The parties hereby waive any right under the Arbitration Act 1996 or otherwise to appeal any arbitration award or to seek a determination of a preliminary point of law by the courts of

	<p>England or elsewhere. Where the UNCITRAL rules do not provide for a particular situation the arbitrator shall have absolute discretion to determine which course of action shall be followed and the arbitrator’s decision shall be final. Any award given by the arbitrator shall be final and binding on the parties and shall be in lieu of any other remedy.</p>
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client’s input, including counterpart personnel assigned by the Client to cooperate with the Consultant’s team; specific tasks that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]

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

APPENDIX B - KEY EXPERTS

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

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

Experts are not entitled for overtime and leave pay.

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

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

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

APPENDIX C/D – REMUNERATION AND REIMBURSABLE EXPENSES COST ESTIMATES

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

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

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

Bank Guarantee for Advance Payment

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

Beneficiary: _____ [*Name and Address of Client*]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

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

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s)]

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

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