
REQUEST FOR PROPOSALS
RFP # 01/2011

Country: Republic of Moldova

Project Name: Road Sector Program Support Project

Loan: 2010 - 0154 (EIB)

***Title of Consulting Services: Consulting services for Construction
Supervision of Civil Works on M2 Chisinau- Soroca road
km 5+733 – km 26+200***

Section 1. Letter of Invitation

Invitation N°01/2011; Loan N°
2010 - 0154 (EIB)
Chisinau
_____, 2011

[Insert: Name and Address of Consultant]

Dear Mr./Ms.:

1. The Republic of Moldova (hereinafter called “Borrower”) has received financing from European Investment Bank (EIB) toward the cost of Road Sector Program Support Project. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The S.E. State Road Administration now invites proposals to provide the following consulting services: Construction Supervision of the Civil Works on M2 Chisinau – Soroca road km 5+733 – km 26+200. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:
 1. **DIWI Germany GmbH** (Germany);
 2. **Snow Consulting Ltd** (United Kingdom) *in association with ADK Consulting Engineers SA* (Greece);
 3. **IRD Engineering** (Italy);
 4. **Nicholas O'Dwyer & Co Ltd** (Ireland);
 5. **INOCSA Ingenieria SL** (Spain) *in association with Search Corporation Romania Srl* (Romania);
 6. **Safege Consulting Engineers** (Belgium).

It is not permissible to transfer this invitation to any other firm.

4. A consultant will be selected in accordance with the EIB Guide to Procurement (<http://www.eib.org/projects/publications/guide-to-procurement.htm>) and the procedures set out in the World Bank’s Guidelines: Selection and Employment of Consultants by World Bank Borrowers, May 2004 (revised October 2006 and May 2010). The selection of the consultant will be based on the QCBS (Quality-and Cost-Based Selection).

5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

6. Please inform us in writing at the following address MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova, or at the following e-mail gheorghe.curmei@asd.md, upon receipt:

- (a) that you received the Letter of Invitation; and
- (b) whether you will submit a proposal alone or in association.

Yours sincerely,

Vitalie Panurco
Chief-Manager

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Definitions

- (a) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A, or the European Bank for Reconstruction and Development, the European Investment Bank, all or any of the Banks, as it may be appropriate.
- (b) “Client” means the agency with which the selected Consultant signs the Contract for the Services.
- (c) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (f) “Day” means calendar day.
- (g) “Government” means the government of the Client’s country.
- (h) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (i) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (j) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (l) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (m) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.

- (n) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (o) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (p) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains 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.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 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 contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. 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

Consultants.

Conflict of Interest

1.6 Bank policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

(ii) A Consultant (including its Personnel 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 to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets.

Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) 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.

1.6.2 Consultants 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.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Unfair Advantage

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that

respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and
Corruption**

1.7 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers, under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts.¹ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
 - (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;
 - (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
 - (iv) "coercive practices" is 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 party⁵;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the

¹ In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

² "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

³ A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

⁴ "Parties" refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

⁵ "Party" refers to a participant in the selection process or contract execution.

investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 1.7.1 below.

In addition:

- (vi) "Money laundering"⁶ is
 - (aa) the conversion or transfer of property, knowing that such property is derived from criminal activity or from an act of participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such activity to evade the legal consequences of his action;
 - (bb) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is derived from criminal activity or from an act of participation in such activity;
 - (cc) the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation in such activity;
 - (dd) participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the actions mentioned in the foregoing points.
- (vii) Financing of terrorism is the provision or collection of funds, by any means, directly or indirectly, with

⁶ Other EC legislation relating to aspects of fraud and other illegal acts include, among others:
· EC Directives 2004/17 and 2004/18 on public procurement;
· EC Directive 2003/6 on insider dealing and market manipulation; and
· Reg. n° 881/2002 last amended CE 1685/2006 on black listing with common position of the Council EU 2006/380/PESC of 29 May 2006.

the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out any of the offences within the meaning of Articles 1 to 4 of the Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism.

- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - (c) will cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the Loan were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.
 - (d) not used; and
 - (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.
- 1.7.1. In further pursuance of this policy, Consultants shall permit the Bank to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Bank.

- 1.8 Consultants, their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- Eligibility** 1.10 A firm or an individual sanctioned by the Bank in accordance with the above para. 1.7 (d) or in accordance with the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants 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.
- Eligibility of Sub-Consultants** 1.11 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.
- Origin of Goods and Consulting Services** 1.12 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
- (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or
 - (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any imports of goods from that country or any payments to persons or entities in that country.
- Only One Proposal** 1.13 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not

limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

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|--------------------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Proposal Validity | 1.14 | The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. |
| 2. Clarification and Amendment of RFP Documents | 2.1 | Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. 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 the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2. |
| | 2.2 | At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals. |
| 3. Preparation of Proposals | 3.1 | The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet. |
| | 3.2 | In preparing their Proposal, Consultants are expected to |

examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

(d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's

national language.

**Technical
Proposal
Format and
Content**

- 3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.
- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
 - (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
 - (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data,

etc. to be provided by the Client (Form TECH-3 of Section 3).

- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- Financial Proposals**
- 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- Taxes**
- 3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on nonresident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all

pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan/TA number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the Data Sheet*]" The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the

Financial Proposal shall remain sealed and securely stored.

- 5. Proposal Evaluation**
- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection".
- Evaluation of Technical Proposals**
- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- Financial Proposals for QBS**
- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.
- Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)**
- 5.4 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The

name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark 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. Copy of the record shall be sent to all Consultants and the Bank.

- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the 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, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be 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) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed

the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

- | | | |
|---------------------------------------------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. Negotiations | 6.1 | Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract. |
| Technical negotiations | 6.2 | Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant. |
| Financial negotiations | 6.3 | If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP. |
| Availability of Professional staff/experts | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will |

be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

- | | | |
|---------------------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Conclusion of the negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | After completing negotiations the Client shall award the Contract to the selected Consultant, publish in UNDB on line and in the Development Gateway the award of the Contract, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants. |
| | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. |
| 8. Confidentiality | 8.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank's antifraud and corruption policy. |

Instructions to Consultants

DATA SHEET

Paragraph Reference	
1.1	<p>Name of the Client: <u>Î.S. “Administrația de Stat a Drumurilor”</u></p> <hr/> <p>Method of selection: <u>QBCS</u></p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>Name of the assignment is: <u>Construction Supervision of Civil Works on M2 Chisinau-Soroca Road, km 5+733 – 26 +200.</u></p>
1.3	<p>A pre-proposal conference will be held: Yes Date: 5 September, 2011 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: <u>Gheorghe Curmei</u></p> <p>Address: <u>MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova</u> Telephone: <u>(+373 22) 22 11 14</u> Facsimile: <u>(+373 22) 74 12 19</u> E-mail: <u>gheorghe.curmei@asd.md</u></p>
1.4	<p>The Client will provide the following inputs and facilities: <u>As per detailed description in the Terms of Reference attached hereto.</u></p>
1.6.1 (a)	<p>The Client envisages the need for continuity for downstream work: <u>No</u></p>
1.14	<p>Proposals must remain valid 90 days after the submission date (until 19 December 2011)</p>

2.1	<p>Clarifications may be requested not later than 14 days before the submission date.</p> <p>The address for requesting clarifications is: MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova Facsimile: (+373 22) 74 12 19 E-mail: gheorghe.curmei@asd.md</p>
3.1	Proposals shall be submitted in the following language: English
3.3 (a)	Short listed Consultants may associate with other short listed Consultants: No
3.3 (b)	The estimated number of professional key staff-months required for the assignment is: 62.
3.4	The format of the Technical Proposal to be submitted is: FTP
3.4 (g)	Training is a specific component of this assignment: No
3.6	<u>Please see Appendix D to the Contract attached.</u>
3.7	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: No
3.8	Consultant to state local cost in the national currency: No
4.3	Consultant must submit the original and 3 (three) copies of the Technical Proposal, and the original of the Financial Proposal.
4.5	<p>The Proposal submission address is: <u>State Road Administration, MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova</u></p> <p>Proposals must be submitted no later than the following date and time: <u>20 September, 2011, 10:00 a.m. (local time)</u></p>

<p>5.2 (a)</p>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">10</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">12</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right;">5</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right;">8</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (ii):</td> <td style="text-align: right;">25</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Resident Project Manager / Engineer</td> <td style="text-align: right;">30</td> </tr> <tr> <td style="padding-left: 20px;">b) Materials Engineer</td> <td style="text-align: right;">20</td> </tr> <tr> <td style="padding-left: 20px;">c) Quantity Surveyor</td> <td style="text-align: right;">15</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (iii):</td> <td style="text-align: right;">65</td> </tr> <tr> <td colspan="2"> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">60%</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right;">10 %</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </tbody> </table> </td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultants relevant to the assignment:	10	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	12	b) Work plan	5	c) Organization and staffing	8	Total points for criterion (ii):	25	(iii) Key professional staff qualifications and competence for the assignment:		a) Resident Project Manager / Engineer	30	b) Materials Engineer	20	c) Quantity Surveyor	15	Total points for criterion (iii):	65	<p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">60%</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right;">10 %</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </tbody> </table>		1) General qualifications	30%	2) Adequacy for the assignment	60%	3) Experience in region and language	10 %	Total weight:	100%
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	<p>The minimum technical score S_t required to pass is: 80 Points [eighty]</p>																																		
<p>5.2 (b)</p>	<p>Not applicable.</p>																																		
<p>5.6</p>	<p>The single currency for price conversions is: Not applicable</p> <p>(Financial Proposals shall be in <u>Euro</u>)</p>																																		
<p>5.7</p>	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = \underline{0.8}$, and $P = \underline{0.2}$</p>																																		

6.1	Expected date and address for contract negotiations: <u>December, 2011</u> <u>State Road Administration, MD-2004, Bucuriei str. 12 A, Chisinau,</u> <u>Republic of Moldova</u>
7.2	Expected date for commencement of consulting services <u>January, 2011</u> at: <u>Chisinau, Republic of Moldova.</u>

Section 3. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1: Technical Proposal Submission Form.....	28
Form TECH-1A: Covenant of Integrity.....	29
Form TECH-2: Consultant’s Organization and Experience	31
A - Consultant’s Organization	31
B - Consultant’s Experience	32
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Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment	35
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Form TECH-8 Work Schedule	40

Form TECH-1: Technical 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 Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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: _____

Name of Firm: _____

Address: _____

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

Form TECH-1A: Covenant of Integrity

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We declare and covenant that neither we nor anyone, including any of our directors, employees or agents, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [specify the contract or tender invitation] (the “**Contract**”) and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organization having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

If (i) we have been, or any such director, employee or agent acting as aforesaid has been, convicted in any court of any offence involving a Prohibited Practice in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee or agent has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice, we give details of that conviction, dismissal or resignation below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Practice in connection with the Contract [give details if necessary].

In the event that we are awarded the Contract, we grant the Project Owner, the European Investment Bank (EIB) and auditors appointed by either of them, as well as any authority having competence under European Union law, the right of inspection of our records. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

For the purpose of this Covenant,

- **“Corrupt Practice”** means the offering, giving or promising of any improper advantage to influence the action of a Public Official, or the threatening of injury to his person, employment, property, rights or reputation, in connection with any procurement process or in the execution of any contract in order that any person may obtain or retain business improperly or obtain any other improper advantage in the conduct of business.
- **“Fraudulent Practice”** means a dishonest statement or act of concealment which is intended to, or tends to, influence improperly the procurement process or the execution of a contract to the detriment of the Project Owner, or is designed to establish tender prices at non-competitive levels and to deprive the Project Owner of the benefits of fair and open competition, and includes collusive practices (whether before or after tender submission) among tenderers or between a tenderer and a consultant or a representative of the Project Owner.
- **“Project Owner”** means the person designated as such in the tender documents or the Contract.
- **“Public Official”** means any person holding a legislative, administrative, managerial, political or judicial post in any country, or exercising any public function in any country; or a director or employee of a public authority or of a legal person controlled by a public authority of any country; or a director or official of a public international organisation.
- **“Prohibited Practice”** means an act that is a Corrupt Practice or a Fraudulent Practice.

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. value of the contract (Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (Euro):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (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

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

(For small or very simple assignments the Client should omit the following text in *Italic*)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position *[only one candidate shall be nominated for each position]:* _____

2. Name of Firm *[Insert name of firm proposing the staff]:* _____

3. Name of Staff *[Insert full name]:* _____

4. Date of Birth: _____ **Nationality:** _____

5. Education *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. Membership of Professional Associations: _____

7. Other Training *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

8. Countries of Work Experience: *[List countries where staff has worked in the last ten years]:* _____

9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

10. Employment Record *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
----------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
Foreign																	
1		[Home]															
		[Field]															
2																	
3																	
n																	
													Subtotal				
Local																	
1		[Home]															
		[Field]															
2																	
n																	
													Subtotal				
													Total				

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

Full time input
 Part time input

Form TECH-8 Work Schedule

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their 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 under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

Form FIN-1: Financial Proposal Submission Form	42
Form FIN-2: Summary of Costs	43
Form FIN-3: Breakdown of Costs by Activity	44
Form FIN-4: Breakdown of Remuneration (Time-Based).....	45
Form FIN-5: Breakdown of Reimbursable Expenses (Time-Based)	46

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 sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

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 Paragraph Reference 1.14 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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: _____

Name of Firm: _____

Address: _____

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

² If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2: Summary of Costs

NOTE: To be in **EURO** only

Item	Costs			
	Euro ¹	Not Used ¹	Not Used ¹	Not Used ¹
Total Costs of Financial Proposal ²				

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3: Breakdown of Costs by Activity¹

NOTE: To be in **EURO only**

Group of Activities (Phase): ² <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>	Description: ³ <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>			
Cost component	Costs			
	Euro ⁴	Not Used ⁴	Not Used ⁴	Not Used ⁴
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4: Breakdown of Remuneration¹ (Time-Based)

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

NOTE: To be in **EURO only**

Group of Activities (Phase): _____							
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	Euro ⁶	Not Used ⁶	Not Used ⁶	Not Used ⁶
Foreign Staff							
		[Home]					
		[Field]					
Local Staff							
		[Home]					
		[Field]					
Total Costs							

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

Form FIN-5: Breakdown of Reimbursable Expenses¹ (Time-Based)

(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RFP)

NOTE: To be in **EURO only**

Group of Activities (Phase): _____								
N°	Description ²	Unit	Unit Cost ³	Quantity	Euro [*]	Not Used ⁶	Not Used ⁶	Not Used ⁶
1	Per diem allowances	Day						
2	International flights ⁵	Round Trip						
3	Excess Baggage	Round Trip						
4	Miscellaneous travel expenses	Round Trip						
5	Temporary office rent	Month						
6	Office Equipment	Lump Sum						
7	Office Supplies	Lump Sum						
8	Communication costs between [<i>Insert place</i>] and	Lump Sum						
9	Drafting, reproduction of reports	Lump Sum						
10	Local transportation costs	Lump Sum						
Total Costs								

* Total costs net of local taxes;

1. Per diem allowances for each of the Foreign Personnel for every day absent from his home office and outside the Client's country;
2. Estimated costs include the number of round trips (home / duty station / home) for mobilization, holidays, operations, demobilization for project staff;
3. The cost of excess baggage up to twenty (20) kilograms per person per round trip, or the equivalent in cost of unaccompanied baggage or air freight, for each Foreign Personnel and each eligible dependent.;
4. The fixed unit price per round trip for miscellaneous travel expenses including transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc.;
5. Estimated cost on a monthly basis for a temporary office to include utilities, maintenance, cleaning and repairs;
6. Lump Sum Cost for computers, software, printers, photocopiers, binding machines for Site Office;
7. Lump Sum Cost for all site office supplies;
8. Lump Sum Cost for site office international telephone use;
9. Lump Sum Cost for printing and reproducing all required reports;
10. Lump Sum Cost for providing transportation for site office staff, including vehicle renting, maintenance, repair and any other travel costs in the Client's country.

Sample Form

Consulting Firm:

Country:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant’s Representations Regarding Costs and Charges

NOTE: To be in **EURO only**

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Field									

- 1. Expressed as percentage of 1
- 2. Expressed as percentage of 4

Section 5. Terms of Reference

SUPERVISION OF WORKS FIDIC CONDITIONS OF CONTRACT FOR CONSTRUCTION OF THE EMPLOYER DESIGNED WORKS

ROAD SECTOR PROGRAM SUPPORT PROJECT M2 Chisinau-Soroca Road km 5+733 – km 26+200

1. BACKGROUND

The State Road Administration (the “Employer”), on behalf of the Government of Moldova represented by the Ministry of Transport and Road Infrastructure, intends applying the proceeds of a loan from the European Investment Bank (collectively referred to as the “Bank”) towards the cost of implementation of the Rehabilitation of M2 Chisinau – Soroca Road Km 5+733 to Km 26+200.

The Consultancy services under this Terms of Reference are sought to facilitate successful and timely implementation of the Project by providing services and carrying out duties of “the Engineer” in accordance with the contract for civil works which will be based upon the *FIDIC Conditions of Contract for Works of Civil Engineering Construction* (Multilateral Development Bank Harmonised Edition, March 2006) and are described below.

The works comprise the resurfacing and strengthening of existing roads in the central area of Moldova.

Detailed information on civil works contracts is presented in Annex A to this Terms of Reference, including access to the Works Contract Bidding Documents. The Documents include the Conditions of Contract (for the Works) and details of the facilities to be provided for the Engineer.

2. OBJECTIVES OF ASSIGNMENT

The main objective of the assignment is for the Consultants to assist the Employer in the administration of the Bank-funded Contracts (hereinafter referred to as “the Contracts”) with due diligence and carry out the duties of the Engineer assigned to him in the Contracts. The Consultants (hereinafter referred to as “the Engineer”) shall exercise the authority attributable to the Engineer, as specified in or necessarily implied from the Contracts, to ensure timely, satisfactory completion of the Works in accordance with the Contracts.

The Works include the M2 Chisinau – Soroca Road Km 5+733 to 26+200 rehabilitation contract.

3. SCOPE OF SERVICE

The Consultant shall exercise all reasonable care to protect the interests of SRA, 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 Consultant will seek prior approval of the Client 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 or if such a Variation would increase the Accepted Contract Amount by less than 0.5%;
- (ii) approving a proposal for Variation submitted by the Contractor;
- (iii) making variations in work quantities which bring the total cost in excess of 2 percent of the Contract Price at tender rates;
- (iv) approving the subletting of any part of the works, except subcontracts up to Euro 100,000;
- (v) approving any extension of the Time for Completion;
- (vi) agreeing an extension of time and/or additional cost; and
- (vii) specifying the amount payable in each of the applicable currencies.

The Consultant shall provide the following services (refer to Annex B for further details):

3.1 SUPERVISION OF WORKS

The Engineer shall perform the duties and authority of the Engineer as specified in or necessarily implied from the Contract as well as administer the Contract, dealing with situations in accordance with the contract, 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;
- reactively, in response to the Contractor's or the Employer's requests; and
- passively, in observing the requirements of the Contract

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

The Engineer shall have the following reporting obligations during supervision of the Works.

3.1.1 Engineer's Work Programme Report

Within 28 days of issuance of the Engineer's consent to the Contractor's Work Programme, the Engineer shall submit a report to the Employer (Engineer's Work Programme Report), which shall include:

- a) 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;
- b) 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 and other information as may be deemed necessary and appropriate by the Engineer;
- c) a supporting report which shall include:
 - 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;
 - 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.

3.1.2 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 Work Programme Report. 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;
- information about the use of provisional sums and an appropriate justification therefore;
- photographs 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 hazardous incidents and activities relating to environmental aspects and public relations;
- 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.

3.1.3 Variations

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 or granting an extension of the stipulated time for performance. The Engineer

shall note that the Accepted Contract Amount includes a 10% contingency intended to cover any variations and price adjustment.

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:

- 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;
 - when expressing his opinion, the Engineer shall take into account the actual or expected currencies of cost (and the proportions thereof) of the inputs of the varied work without regard to the proportions of various currencies 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

3.1.4 Claims from Contractor

In the event of receipt of a notice of claim from the contractor, immediately thereafter, the Engineer shall notify and provide copy of the 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 contemporary records.

The Engineer shall require the Contractor to copy to the Employer all accounts 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.

3.1.5 DEFECTS LIABILITY PERIOD

- (a) The Engineer will provide on-site supervision of the Contractor's operations for the first month of the Defects Liability Period corresponding to the last section of the Project accepted as completed;
- (b) During this period outstanding construction matters will be finalised to the extent possible, and the As-Built Drawings completed;
- (c) During the remaining 11 months of the Defects Liability Period corresponding to the last section of the Project accepted as substantially completed, the Consultant will be responsible for monitoring the Contractor's operations and for issuing any required certificates.

3.1.6 FINAL COMPLETION OF WORKS

Performance Certificate:

- (a) Immediately prior to the expiration of the Defects Liability Period for any section of the works for which a Certificate of Completion of the Works has been issued, the Consultant 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.

Final Statement:

- (b) Upon receipt from the Contractor within 56 days of the issue of the Performance Certificate for the last section for which the defects liability period has expired, the Consultant shall prepare in co-operation with the Contractor the Final Payment for the contract.

Final Report:

- (c) Upon completion of the contract, the Consultant shall prepare a final report which shall highlight all major points of interest that arose during the contract. The report will also include 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.

4. ENGINEER'S PERSONNEL (SUPERVISION OF WORKS)

The Consultant 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.

The Consultant shall consider the prospective peaks of the construction activities and ensure the adequacy of staffing levels during such periods.

The Consultant shall arrange for an appropriate head office back-stopping support for the Engineer's supervision team.

4.1 Key Experts

Within the Consultant's team the following Key Staff are envisaged. The detailed Curricula Vitae of the Key Staff proposed shall be submitted with the Consultant's Technical Proposal.

The following Key Staff shall possess University Degrees in Highway Engineering or equivalent technical qualification.

Key Staff

- 1 (one) Resident Project Manager / Engineer
- 1 (one) Materials Engineer
- 1 (one) Quantity Surveyor

Technical Support Staff

- 1 (one) Road Inspectors (local staff)
- 1 (one) Bridge Inspectors (local staff)
- 1 (one) Surveyor (local staff)
- 1 (one) Laboratory Assistant (local staff)
- Any appropriate number of short-term experts.

The time estimated for Key Personnel is 62 man-months. Consultants are requested to allow 6 man-months for short-term experts in their proposals.

Providing that the basic minimum staff requirements as specified above are met, the Consultant is free to propose the supervision structure that they deem best fit the project requirements. The Resident Project Manager / Engineer shall be generally present during the working season, and at least one Key Personnel shall be available at any time until the Works are complete.

In addition to the minimal required team of Key Personnel mentioned above, the Consultant shall assess and provide the necessary supporting field teams to be assigned.

The numbers and man-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.

The Consultant shall provide staff having the capabilities described below. The job descriptions are indicative and the Consultants can propose alternatives distribution of tasks to better match individual skills of the expert proposed.

(a) Resident Project Manager / Engineer (RPM / E);

Credentials:

A graduate civil engineer having at least fifteen (15) years of experience in similar functions in road rehabilitation work supervision, contract management, and more specifically in asphalt pavement construction and/or rehabilitation. The RPM / E will perform the duties of the Engineer under the FIDIC 2006 MDB Harmonised Conditions of Contract for Works Contract, and relevant experience is essential.

He / she will have a broad international experience.

He / she shall demonstrate that he has occupied similar posts on at least three projects of similar complexity.

He / she shall have a good working knowledge of the English language.

Job description:

The Resident Project Manager / Engineer shall:

- *carry out the duties of the Engineer, 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;*
- *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.*

(b) Materials Engineer (ME – 1 no.);

Credentials:

A graduate engineer in civil works shall demonstrate having at least ten (10) years of experience in quality management and materials testing, and particularly in the field of transport infrastructure (roads, bridges, motorways).

He / she shall demonstrate that he / she has occupied similar positions on at least three projects of similar complexity, by making reference to quality-oriented tasks in his / her biographical data and by citing the reports produced in that respect.

He / she shall demonstrate a strong background in the testing of materials and works, especially in asphalt works including materials selection, mix design and compliance testing.

He / she will have international experience as well as at least two projects under conditions similar to those prevailing in Moldova, and experience of Moldovan Standards (GOST, SNiP, etc.) is required.

Job Description:

The Materials Engineer 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 of the delivery, checking approval and payment of the materials to be incorporated in the permanent works;*
- *discuss any remedy with the contractors;*
- *approve the quality of the works;*
- *report to the RPM /E;*
- *audit contractors' quality assurance systems.*

(d) Quantity Surveyor (QS –1 no.);

Credentials:

A graduate engineer in civil works having at least ten (10) years of experience in similar positions in roads and/or motorways projects and works supervision. Good knowledge of

FIDIC Conditions of Contract being used should be demonstrated, preferably FIDIC MDB 2006 Red Book.

He / she shall demonstrate similar posts in at least two (2) projects of similar complexity and value.

Job Description:

The Quantity Surveyor 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 Project Manager all documentation regarding the Monthly Statement and the Interim Payment Certificate (IPC), and particularly the Supporting Documents to the IPCs.;*
- *particularly, the Quantity Engineers shall verify constantly, in co-ordination with the Resident Project Manager 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;*
- *act as the reference person, on behalf of the Resident Project Manager, for answering to all queries and clarifications from SRA, concerning the Interim Payment Certificates and the Monthly Statements;*
- *supervise execution of works and check the finished works before taking-over;*
- *timely inform the Resident Project Manager of probable Variation Orders and unexpected increases in costs resulting from the Site Instruction issued to the Contractor;*
- *co-ordinate daily the supporting staff assigned under his direct control, ensuring a constant supervision and quality control of the works in progress;*
- *follow-up the works in order to advise the Resident Project Manager about any event which might create disturbance or disorders on site.*

(d) Short-term experts

Graduate engineers or other qualified professionals, having at least ten (10) 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 during the pre-construction stage or the execution of the works.

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

5 DURATION

The assignment is expected to start in January 2012. The time period shall be 30 months, comprising 18 months for the Construction Supervision activities and 12 months for the Defect Liability Period activities or such other time period the parties may agree in writing.

6 REPORTS

During the period of the services, the Consultant will provide the Employer with the following reports (2 copies in Romanian and 2 copies in English) in hard and electronic copies:

- (a) Inception Report showing Consultant's models for the monthly reports, Interim Payment Certificates, refine staff mobilisation schedule, time reporting systems, define the responsibilities to be delegated, establish the communication procedures with the employer etc.
- (b) Work Programme report – refer to 3.1.1 above.
- (c) Monthly Progress Report - refer to 3.1.2 above.
- (c) Completion Report at the time of final completion of the works, when the final Taking Over Certificate is issued.
- (d) Final Report - refer to 3.1.6 above; and
- (e) Special Reports on any major issue, including modification of Working Drawings, raised by the contracts implementation, at the request of the Client.

Any routine correspondence directed or copied to the Employer shall be in the language of the Works Contract (English) and shall include a translation into Romanian.

7 SERVICES TO BE PROVIDED TO THE CONSULTANT

The Works Contractor shall provide, furnish and maintain a site office for use by the Engineer and his staff at the site of the Works. The site office shall be at locations provided by the Contractor and approved by the Engineer. An indicative description of the office and furniture to be provided by the Contractor is presented in Annex 2.

In case the Contractor 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 shall provide and maintain a Laboratory office equipped with necessary laboratory equipment.

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 including accommodation shall be borne by the Consultant.

The following will not be provided by the Employer and therefore should be provided by the Consultant:

- Temporary Project Office in Chisinau;
- Maintenance of Temporary Project Office;
- Supply of the office equipment for all offices;
- Housing/accommodation for Consultant's own staff;
- Provision and maintenance of necessary number of vehicles.

The Consultant shall indicate rates for such pay items in the Financial Proposal.

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

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 Employer's written approval.

ANNEX A

Detailed Information regarding the Works Contract to be supervised

Name of the Contract	Length (approx.)	Completion Period
Contract RSPSP/W3/01	20,46 km	18 months

Tender Documents

Tender documents for the Works Contract RSPSP/W3/01 can be accessed free of charge on the official SRA web site under “Tenders”: www.asd.md

Works Contract Documentation

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 work contract documents and these Terms of Reference. Draft Particular Conditions for the works contract to be supervised Particular Conditions are stated in Section VIII (Particular Conditions (PC)), Part A of the Bidding Documents for RSPSP/2011/ICB01. These can be accessed free of charge on the official SRA web site: www.asd.md

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 by the Contractor include a site office, office furniture, telephone (landline and mobile telephones) for the number of staff listed above for the duration of the contract. The Contractor shall maintain the office including payment for utilities. Full details of the facilities are stated in Chapter 004 “Engineer's Facilities” of Volume 2 (Technical Specification) of the Bidding Documents for **RSPSP/W3/01**, and these can be accessed free of charge on the official SRA web site: www.asd.md

It should be noted that the Consultant shall provide all other necessary items to carry out the services including but not limited to the following:

- Office equipment including necessary computers and printers;
- Local transportation for his staff;
- Survey equipment.

Description of the Works

The works under the Project comprise the resurfacing and strengthening of existing roads in the central area of Moldova, and include safety and environmental protection requirements.

The Works under the Contract **RSPSP/W3/01**: “Rehabilitation of M2 Chisinau-Soroca road km 5+733– km 26+200” will be performed within the limits of the existing right of way and will comprise:

- a) Localised repairs and/or reconstruction;
- b) Levelling and reinforcement to reinstate the original bearing capacity;
- c) Shoulder consolidation;
- d) Improvement of traffic safety (carriageway separation, guardrails, signing and marking, junction layout improvement, etc.);
- e) Drainage improvement; and
- f) Structures: waterproofing and expansion joints repair/replacement

It is anticipated that the bulk of the works will comprise Asphaltic Concrete overlays laid over existing surfacing which will require reshaping by milling off high spots and laying regulating courses to low areas. Additional preparatory works will be required in some areas to deal with heavy cracking in the existing asphalt pavements. Limited sections of the project roads will require complete reconstruction comprising pavement removal, sub base, base and asphalt construction. In addition to the overlay and pavement reconstruction works there will be a limited amount of minor reparation works to shoulders and side drainage and to structures.

All the existing roads are of flexible pavement construction with asphalt surfacing on crushed stone base.

ANNEX B

Detailed Description of the Services to be provided by the Consultant

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. technical assistance during works execution;
 6. Preparation of mandatory reporting.
- (1). Pre-construction activities
 - (a) 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.
 - (2). Administration of the civil works contract

The responsibility of the Consultant 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) continuous follow-up of the contractor work programmes and monitoring cash-flow in relation to the planned schedules;

- (c) alert immediately the Employer if any change occurs in the progress of disbursements;
- (d) day-to-day measurement and recording of quantities of works carried out by contractors;
- (e) daily recording of work site events in a work site logbook;
- (f) recapitulation of quantities of work carried out monthly for each contractual item of work;
- (g) monthly comparison of actual progress against progress as scheduled;
- (h) issue Interim Payment Certificates;
- (i) attendance at periodic site meetings and monthly progress meetings.

The required formats to carry out these tasks shall be prepared by the Consultant and submitted to the approval of the Employer.

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

The responsibility of the Consultant 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;
- (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 Consultant 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 liquidated damages, if necessary;
- j) inspect the works during the defects notification period;
- k) review and approve the Quality Assurance Plan submitted by the Contractor and check that are implemented in accordance with the specifications; in particular, the Consultant shall verify that all lab tests described in terms of type and frequency are carried out by the contractor's laboratory. The Consultant shall himself check the quality of such tests by conducting separate testing to verify the Contractor's findings;
- l) the Consultant shall promptly analyse the claims submitted by the Contractor, conduct consultations and evaluate them in accordance with the contract
- m) the Consultant 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 for partial or substantial completion;
- p) prepare final statement of accounts;
- q) recommend returns of guarantees and retention;
- r) supervise, verify and correct, if necessary, the Contractor's "as-built" drawings.

▪ (5). Technical assistance during works execution

If during the construction period, field conditions have been exceptionally modified and require accordingly a modification of the related drawings, in that event, the Consultant shall be responsible for the calculation and drawings resulting from the modification. However, if this exceptional situation occurs the Consultant shall request the approval of the Employer by mean of a special report showing the necessity of such amendment. Should the Employer agree with the Consultant's arguments, the Parties shall sign an Addendum to this contract, describing in details additional task to be performed and stipulating remuneration therefore.

The Consultant shall be responsible for the works he has designed in terms of quantity and quality.

▪ (6). Reporting

Reporting requirements are described in the Terms of Reference above.

3.4. 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 appropriate short time per diem and round trip air ticket cost.

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

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

Section 6. Standard Forms of Contract

The attached Form of Contract shall be used.

CONTRACT FOR CONSULTANTS' SERVICES

Time-Based

between

I.S. "Administratia de Stat a Drumurilor"
[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 final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, **I.S. “Adminstratia de Stat a Drumurilor”** (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/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of Consultant]* and *[name of Consultant]* (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 he has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a credit from European Investment Bank (EIB) towards the cost of the Services and intends to apply a portion of the proceeds of this loan *[or credit]* to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Client and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan *[or credit]*, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan *[or credit]* or have any claim to the loan *[or credit]* 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;
 - (b) The Special Conditions of Contract;

(c) The following Appendices:

- Appendix A: Description of Services
- Appendix B: Reporting Requirements
- Appendix C: Personnel and Sub-Consultants – Hours of Work for Key Personnel
- Appendix D: Cost Estimates in Foreign Currency
- Appendix E: Cost Estimates in Local Currency *[Not used]*
- Appendix F: Duties of the Client
- Appendix G: Form of Advance Payments Guarantee
- Appendix H: Sample of Payment Invoice

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

For and on behalf of *[name of Consultant]*

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A, or the European Bank for Reconstruction and Development (EBRD), or the European Investment Bank (EIB), all or any of the Banks, as it may be appropriate.
- (c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Day” means calendar day.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Client’s country.
- (j) “Local Currency” means the currency of the Client’s country.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be,

and “Parties” means both of them.

- (m) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (n) “Reimbursable expenses” means all assignment-related costs other than Consultant’s remuneration.
- (o) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (q) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (r) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (s) “In writing” means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

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 Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be

given or made pursuant to this Contract shall be in writing. 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 SC.

1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.7 Location 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.

1.8 Authority of Member in Charge In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified in the SC 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.

1.9 Authorized Representatives 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 SC.

1.10 Taxes and Duties The Consultant, Sub-Consultants and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law as specified in the SC.

1.11 Fraud and Corruption If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.9.1(d).

Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 4.5.

1.11.1 Definitions For the purposes of this Sub-Clause, the terms set-forth below are

defined as follows:

- (i) “corrupt practice”⁷ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”⁸ is 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) “collusive practice”⁹ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”¹⁰ is 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.
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause 1.7.1 below.

In addition:

⁷ “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁸ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁹ “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

¹⁰ A “party” refers to a participant in the selection process or contract execution.

- (vi) “Money laundering”¹¹ is
- (aa) the conversion or transfer of property, knowing that such property is derived from criminal activity or from an act of participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such activity to evade the legal consequences of his action;
 - (bb) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is derived from criminal activity or from an act of participation in such activity;
 - (cc) the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation in such activity;
 - (dd) participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the actions mentioned in the foregoing points.
- (vii) Financing of terrorism is the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out any of the offences within the meaning of Articles 1 to 4 of the Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism.

1.11.2 Commissions and Fees

The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents 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, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

¹¹ Other EC legislation relating to aspects of fraud and other illegal acts include, among others:
· EC Directives 2004/17 and 2004/18 on public procurement;
· EC Directive 2003/6 on insider dealing and market manipulation; and
· Reg. n° 881/2002 last amended CE 1685/2006 on black listing with common position of the Council EU 2006/380/PESC of 29 May 2006.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** 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 SC have been met.
- 2.2 Termination of Contract for Failure to Become Effective** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) 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.
- 2.3 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.4 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 Entire Agreement** 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.
- 2.6 Modifications or Variations**
- (a) 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. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
 - (b) In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 2.7 Force Majeure**
- 2.7.1 Definition**
- (a) 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 which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the

circumstances, and 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 (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

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

2.7.2 No Breach of Contract

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.

2.7.3 Measures to be Taken

- (a) 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.
- (b) 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) 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.
- (c) 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.
- (d) 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:

- (i) 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
 - (ii) continue with the Services to the extent 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.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension

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) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (g).

- (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 GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- (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 GC 8 hereof.

- (d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
- (f) 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) days.
- (g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.9.2 By the
Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) 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 GC 2.9.2.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) 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) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (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.

- 2.9.3 Cessation of Rights and Obligations** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, 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 GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.
- 2.9.4 Cessation of Services** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, 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 GC 3.9 or GC 3.10 hereof.
- 2.9.5 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultant:
- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
 - (b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.
- 2.9.6 Disputes about Events of Termination** If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance The Consultant shall perform the Services and carry out their obligations hereunder 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 faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Law Governing Services The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

3.2 Conflict of Interests 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.

3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.

(a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, 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 Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) 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 procurement 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.

- 3.2.2 Consultant and Affiliates Not to Engage in Certain Activities** 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 services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel 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.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel 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 Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Liability of the Consultant** Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be provided by the Applicable Law.
- 3.5 Insurance to be Taken out by the Consultant** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (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 coverages specified in the SC, 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.
- 3.6 Accounting, Inspection and Auditing**
- 3.6.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systemic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.6.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect 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 1.11.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's

inspection and audit rights provided for under Clause 3.6 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**3.7 Consultant's
Actions Requiring
Client's Prior
Approval**

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
- (c) Any other action that may be specified in the SC.

**3.8 Reporting
Obligations**

The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.9 Documents
Prepared by the
Consultant to be
the Property of
the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and 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 and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, 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 SC.

**3.10 Equipment,
Vehicles and**

Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with

Materials Furnished by the Client 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 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.

3.11 Equipment and Materials Provided by the Consultants Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of 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 GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C 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 GC 6.1(b) of this Contract, this

will be explicitly mentioned in the agreement.

4.3 Approval of Personnel

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of 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-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

(a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel 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 C hereto.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. 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 Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

- 4.6 Resident Project Manager** If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the

Services.

- (e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
- (f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- (g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.

5.3 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law 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 GC 6.1(b).

5.4 Services, Facilities and Property of the Client

- (a) The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F.
- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix F, 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 GC 6.1(c) hereinafter.

5.5 Payment

In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.6 Counterpart Personnel

- (a) 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 F.
- (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix F, 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 GC 6.1(c) hereof.
- (c) 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.

6. PAYMENTS TO THE CONSULTANT

6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix D. An estimate of the cost of the Services payable in local currency is set forth in Appendix E.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SC.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to

cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Remuneration
and Reimbursable
Expenses**

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.
- (b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a).
- (c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c).
- (d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee.
- (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
- (f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

- 6.3 Currency of Payment** Foreign currency payments shall be made in the currency or currencies specified in the SC, and local currency payments shall be made in the currency of the Client's country.
- 6.4 Mode of Billing and Payment** Billings and payments in respect of the Services shall be made as follows:
- (a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance payments in foreign currency and in local currency as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, 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 SC until said advance payments have been fully set off.
 - (b) 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 intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
 - (c) The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement 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. Interest at the annual rate specified in the SC shall become payable as from the above due date on

any amount due by, but not paid on, such due date.

- (d) The final payment under this Clause shall be made only after the final report and a final statement, 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 statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually 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 statement 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 SC.
- (f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Client prior to being incurred.
- (g) 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.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the

Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	The words “in the Government’s country” are amended to read “in the Republic of Moldova.”
1.4	The language is English .
1.6	<p>The addresses are:</p> <p>Î.S. “Administrația de Stat a Drumurilor” (S.E. State Road Administration) 12 A Bucuriei str., MD2004, Chisinau</p> <p>Attention : <u>Mr. Vitalie Panurco</u> Facsimile : <u>+373 22 74 12 19</u></p> <p>Consultant : _____ _____</p> <p>Attention : _____ Facsimile : _____</p>
{1.8}	The Member in Charge is <i>[insert name of member]</i>
1.9	<p>The Authorized Representatives are:</p> <p>For the Client: <u>Mr. Gheorghe Curmei</u></p> <p>For the Consultant: _____</p>
1.10	<p>The Client warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the Client shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government’s country), in connection with the</p>

	<p>carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn 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 Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:</p> <p>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and</p> <p>(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, 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 Government's country.</p> <p>The Consultant shall not be entitled to such tax exemption, payment of 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 the 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 the sub-paragraph (c) above.</p>
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2.1	<p>The conditions for effectiveness are as follows:</p> <ul style="list-style-type: none"> a) no objection to this contract by the European Investment Bank; b) receipt by the Client of no objection from the European Investment Bank with regard to award of the Works Contracts.
2.2	<p>The time period shall be 3 (three) months or such other time period as the parties may agree in writing.</p>
2.3	<p>The time period shall be 15 days or such other time period as the parties may agree in writing. .</p>
2.4	<p>The time period shall be 31 (thirty one) months or such other time period as the parties may agree in writing.</p>
3.5	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of Euro 10,000; (b) Third Party liability insurance, with a minimum coverage of Euro 10,000; (c) professional liability insurance, with a minimum coverage of contract amount equivalent; (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, 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.
{3.7 (c)}	<p>The other actions are: taking any action in respect of any project supplier, contractor or consultant, in the course of performance of its duties, the written approval of the Client is required.</p>

{3.9}	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
{4.6}	The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.
{5.1}	Not applicable.
6.1(b)	The ceiling in Euro is: <i>[insert amount]</i> The ceiling in local currency is: Not applicable.
{6.2(a)}	<p>Payments for remuneration made in accordance with Clause GC 6.2(a) in foreign currency shall be adjusted as follows:</p> <p>(a) Remuneration paid in foreign currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ <p>where R_f is the adjusted remuneration, R_{fo} is the remuneration payable on the basis of the rates set forth in Appendix F for remuneration payable in foreign currency, I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect, and I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>(b) Remuneration paid in local currency pursuant to the rates set forth in Appendix E shall be adjusted every <i>[insert number]</i> months (and, for the first time, with effect for the remuneration earned in the <i>[insert number]</i>th calendar month after the date of the Contract) by applying the following formula:</p> $R_l = R_{lo} \times \frac{I_l}{I_{lo}}$ <p>where R_l is the adjusted remuneration, R_{lo} is the remuneration payable on the basis of the rates set forth in Appendix E for remuneration payable in local currency, I_l is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect and, I_{lo} is the official index for salaries in the Client's country for the month of the date of the</p>

	Contract.}
6.2(b)	The rates for Foreign Personnel and for the Local Personnel to be paid in EURO are set forth in Appendix D.
6.2(c)	The Reimbursable expenses to be paid in EURO are set forth in Appendix D.
6.3	The foreign currency shall be EURO .
6.4(a)	<p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] shall be made within 60 days after the Effective Date. The advance payment will be set off by the Client in equal instalments against the statements for the first fourteen months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance payment guarantee shall be in the amount and in the currency of the foreign currency of the advance payment.</p>
6.4(c)	<p>All submitted invoices will be paid only against the written acceptance by the Client of the rendered services.</p> <p>The interest rate is: LIBOR+1%.</p>
6.4(e)	<p>The accounts are:</p> <p>for foreign currency: EURO.</p>
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to Federation Internationale des Ingenieurs-Conseil (FIDIC)</p>

	<p><i>of Lausanne, Switzerland</i> for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Federation Internationale des Ingenieurs-Conseil (FIDIC) <i>of Lausanne, Switzerland</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the International Chamber of Commerce, Paris</i> .</p> <p>(c) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>the International Chamber of Commerce, Paris</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the</p>
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	<p>Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their Members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none">(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their Members or Parties</i>]; or(b) the country in which the Consultant's [or any of their Members' or Parties'] principal place of business is located; or(c) the country of nationality of a majority of the Consultant's [or of any Members' or Parties'] shareholders; or(d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract. <p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none">(a) proceedings shall, unless otherwise agreed by the Parties, be held in Switzerland;(b) the English language shall be the official language for all purposes; and(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
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MODEL FORM I

See Note to Form on Clause SC 6.2(b)(ii)

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and away from headquarters allowances (if applicable) indicated below:

(Expressed in **EURO**)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Field									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

Signature _____

Date _____

Name: _____

Title: _____

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the Client and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. This Appendix may be subject to change during technical negotiations between the Client and the Consultants.

Any routine correspondence directed or copied to the Employer shall be in the language of the Works Contract (English) and shall include a translation into Romanian.

During the period of the services, the Consultant will provide the Client with the following reports (2 copies in Romanian and 4 copies in English in all cases):

- (1) Inception Report to be submitted within one month of the Effective Date showing Consultant's models for the monthly reports, Interim Payment Certificates, refine staff mobilisation schedule, time reporting systems, define the responsibilities to be delegated, establish the communication procedures with the employer etc.
- (2) Work Programme report within 28 days of issuance of the Engineer's consent to the Contractor's Work Programme, the Engineer shall submit a report to the Employer (Engineer's Work Programme Report), which shall include:
 - a) 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;
 - b) 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 and other information as may be deemed necessary and appropriate by the Engineer;
 - c) a supporting report which shall include:

- 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;
- 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.

(3) *Monthly Progress Report* 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 Work Programme Report. Each monthly progress report shall include:

- (a) a 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;
- (b) 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
- (c) 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;
- (d) 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;
- (e) information about the use of provisional sums and an appropriate justification therefore;
- (f) photographs showing the status of manufacture and of progress on the Site;
- (g) copies of quality assurance documents, test results and certificates of materials;
- (h) safety statistics., including details of any hazardous incidents and activities relating to environmental aspects and public relations;
- (i) copies of all notices, consents, approvals, certificates or determinations given or issued by the Engineer within the reported period; and
- (j) other information, as may be required by the Employer.
- (4) *Completion Report at the time of final completion of the works*, when the final Taking Over Certificate is issued.
- (5) *Completion Report within the last two months of the assignment*, upon completion of the contract, the Consultant shall prepare a final report which shall highlight all major points of interest that arose during the contract. The report will also include 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.
- (6) *Special Reports* on any major issue, including modification of Working Drawings, raised by the contracts implementation, at the request of the Client.

**APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS - HOURS OF WORK
FOR KEY PERSONNEL**

Note: List under:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in the Government's country, and staff-months for each.*
- C-2 Same information as C-1 for Key local Personnel.*
- C-3 Same as C-1 for Key Personnel to be assigned to work outside the Government's country.*
- C-4 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 through C-3.*

List here the hours of work for Key Personnel; travel time to and from the country of the Government for Foreign Personnel (Clause GC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

APPENDIX D - COST ESTIMATES IN FOREIGN CURRENCY

Note: List hereunder cost estimates in **EURO**:

1.
 - (a) *Monthly rates for Foreign Personnel (Key Personnel and other Personnel)*
 - (b) *Monthly rates for local Personnel (Key Personnel and other Personnel).*
(This should be added if local Personnel is also being paid in foreign currency)

2. *Reimbursable expenses:*
 - (a) *Per diem allowances for each of the Foreign or Local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the Client's country.*
 - (b) *Air transport for Foreign Personnel:*
 - (i) *the cost of international transportation of the foreign Personnel by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by less than first class;*
 - (ii) *for any foreign Personnel spending twenty-four (24) consecutive months or more in the Client's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Client's country. Such Personnel will be entitled to such extra round trip only if upon their return to the Client's country, such Personnel are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.*
 - (c) *Air transport for dependents: the cost of transportation to and from the Client's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the Foreign Personnel assigned to resident duty in the Client's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Client's country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the Foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.*
 - (d) *Miscellaneous travel expenses*
 - (i) *for the air travel of each of the Foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight;*

- (ii) *the fixed unit price per round trip for miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc.*
- (e) *International communications: the lump sum cost of communications (other than those arising in the Client's country) reasonably required by the Consultant for the purposes of the Services.*
- (f) *The lump sum cost of printing, reproducing and shipping of the documents, reports, drawings, etc.*
- (g) *The lump sum cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services, to be imported by the Consultants and to be paid for by the Client (including transportation to the Client's country).*
- (h) *The cost of such further items not covered in the foregoing but which may be required by the Consultants for the purpose of the Services, subject to the prior authorization in writing by the Client.*

APPENDIX E - COST ESTIMATES IN LOCAL CURRENCY

Not applicable.

APPENDIX F - DUTIES OF THE CLIENT

Note: List under:

F-1 Services, facilities and property to be made available to the Consultant by the Client.

Reference is made to the ToR and the facilities described in the Works Contract Bidding Documents.

F-2 Professional and support counterpart personnel to be made available to the Consultant by the Client.

Counterpart personnel are not required.

Duties of the Client shall be transferred from the ToR at contract negotiations.

APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE

Note: See Clause GC 6.4(a) and Clause SC 6.4(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 Consulting Firm] (hereinafter called "the Consultants") 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 _____ [amount in figures] (_____) [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultants, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants 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 Consultants 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 Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the __ day of _____, 2____,²

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.

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."

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.

Appendix H Sample of Payment Invoice

Mr Gheorghe Curmei
The State Road Administration
MD - 2004
12 A Bucuriei Str.
Chisinau
Republic of Moldova

Our Ref:
Client Code:
Invoice No:
Date & taxpoint:

For the attention of: **Mr. Gheorghe Curmei**

Subject Heading: Construction Supervision Contract No. RSPSP # xx

To: Professional Services carried out in {month, year}:

Remuneration	€	0.00
Reimbursable Expenditure	€	0.00
	Sub Total	€ 0.00
	Less: Recovery of Advance Payment	€ 0.00
	TOTAL AMOUNT DUE THIS INVOICE	€ 0.00

PAYMENT TERMS: 60 DAYS FROM THE DATE OF RECEIPT BY CLIENT OF THIS INVOICE

Please forward payment direct to:

Account Name	Sort Code:	xx-xx-xx
Bank Name	Account No:	xxxxxxxxx
Bank Address	SWIFT Address	XXXXXXX
	IBAN	XXXXXXX

Signed and
stamped for: [name of Consulting Firm]

< name, signature of authorized
person>
<title of authorized person>

For any further information please contact:

Direct Line: +00xx (0)0000 000 000
email: xxx@xxxx.com