

**REPUBLIC OF MOLDOVA
STATE ROAD ADMINISTRATION
ROAD SECTOR PROGRAM SUPPORT PROJECT**

**REQUEST FOR PROPOSALS
RFP # CSIA/QCBS/01/2012**

**CONSULTING SERVICES FOR IMPLEMENTATION
ASSISTANCE**

**Funded by European Union through the
Neighbourhood Investment Facility**

March 2012

Section 1. Letter of Invitation

Invitation N°01/2012;
Financing Agreement: ENPI/2011/265-548
Chisinau
February, 2012

Dear Mr./Ms.:

1. The Government of the Republic of Moldova (hereinafter called “Borrower”) has received financing from the European Commission (EC) in the framework of the Neighborhood Investment Facility (NIF) towards the cost of the Moldova 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 for Implementation Assistance including engineering and management Consulting Services.
3. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:
 - 1) **Egis International (France);**
 - 2) **WS Atkins International (United Kingdom) *in association with* Universinj Ltd (Moldova) *and* Avocatul Voicu Filipescu (Romania);**
 - 3) **Grontmij A/S (Denmark);**
 - 4) **Roughton International Ltd (United Kingdom);**
 - 5) **Technica y Proyectos S.A.(TYPSA) (Spain);**
 - 6) **SAFEGE Consulting Engineers (France) *in association with* EPTISA Servicios de Ingenieria S.A. (Spain).**

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

4. A firm will be selected under QCBS and procedures described in this RFP, in accordance with EBRD’s Procurement Policies and Rules (PP&R) dated 6 May 2009 available on EBRD’s official website: www.ebrd.com

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
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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.

Section 2. Instructions to Consultants**Definitions**

- (a) “Bank” means the European Bank for Reconstruction and Development.
 - (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
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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 firm among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet and detailed in the edition of the Guidelines indicated in the Data Sheet.
 - 1.2 The 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 firm.
 - 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client's satisfaction before work begins on the next phase.
 - 1.4 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the 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. The consultants' representative should contact the officials 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.
 - 1.5 The Client will provide the inputs 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.
 - 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
 - 1.7 Bank policy requires that consultants provide professional, objective, and impartial advice and at all times hold the
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Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.7.3 Any previous or ongoing participation in relation to the assignment by the firm, its professional staff, or its affiliates or associates under a contract with the World Bank may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.

1.8 It is the Bank's policy to require that borrowers (including beneficiaries of Bank loans), as well as consultants under Bank-financed contracts, observe the highest standard of ethics

during the selection and execution of such contracts. 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” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or another party in the selection process or in contract execution; and
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (b) will reject a proposal for award if it determines that the supplier, contractor, concessionaire or consultant recommended for award has engaged in corrupt, fraudulent, coercive or collusive practices in competing for the contract in question;
 - (c) will cancel the portion of the Bank financing allocated to a contract for goods, works, services or concessions if it at any time determines that corrupt, fraudulent, coercive or collusive practices were engaged in by representatives of the Borrower or of a beneficiary of the Bank financing during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
 - (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt, fraudulent, coercive or collusive practices in competing for, or in executing, a Bank-financed contract; and
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- (e) reserves the right, where a Borrower or a firm has been found by a judicial process or other official enquiry to have engaged in corrupt, fraudulent, coercive or collusive practices
 - (i) ___ to cancel all or part of the Bank financing for such Borrower; and
 - (ii) ___ to declare that such a firm is ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract; and
- f) will have the right to require that, in contracts financed by the Bank, a provision be included requiring suppliers, contractors, concessionaires and consultants to permit the Bank to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Bank.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above sub para. 1.8 (d).

1.10 Consultants shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.

1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

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 by papermail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

- 3. Preparation of Proposal**
- 3.1 Consultants are requested to submit a proposal (para. 1.2) written in the language(s) specified in the Data Sheet.
- Technical Proposal**
- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. 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:
- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or subconsultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment. The consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment.
 - (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - (vi) Reports to be issued by the consultants as part of this
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assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's national language.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

**Financial
Proposal**

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined

in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

- 3.7 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the subconsultants, and their personnel (other than nationals or permanent residents of the government's country), unless the Data Sheet specifies otherwise.
- 3.8 Consultants may express the price of their services in the currency of any Bank member country or in the European Currency Unit. The consultants may not use more than three foreign currencies. 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 submission form (Section 4A).
- 3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

**4. Submission,
Receipt, and
Opening of
Proposals**

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.
- 4.2 An authorized representative of the firm initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
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- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the 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," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a respectable public auditor or independent authority until all submitted proposals are opened publicly.

5. Proposal Evaluation

General

- 5.1 From the time the Proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any Bank reviews and issuance of a "no objection" letter, is concluded.

Evaluation of Technical Proposals

- 5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria (typically not more

than three per 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 Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

- Public Opening and Evaluation of Financial Proposals: Ranking (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)**
- 5.4 In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked firm or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.
- 5.5 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 5.6 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted), and estimated as per para. 3.7.
- 5.8 In case of QCBS, the lowest Financial Proposal (Fm) will be
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given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) 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:
 $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 5.9. In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget (“evaluated” price). Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. In both cases the selected firm is invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 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. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods. For other methods, the firm will provide consultants with the information on remuneration rates described in the Appendix to this information.

- 6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts 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 that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.

**7. Award
Contract**

- of 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation (para. 5.3).
- 7.2 The firm 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 winning firm has been notified that it has been awarded the contract.
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Information to Consultants

Data Sheet

Clause Reference	
1.1	<p>The name of the Client is: I.S. “Administratia de Stat a Drumurilor”</p> <p>The method of selection is: QCBS</p> <p>The Edition of the Guidelines is: EBRD’s Procurement Policies and Rules (PP&R) dated 6 May, 2009.</p>
1.2	<p>Technical and Financial Proposals are requested: Yes</p> <p>Implementation Assistance to State Road Administration (SRA).</p> <p>The main objective of the assignment will be to provide SRA with technical and contractual expertise; to assist in the efficient and effective implementation of the Moldova Road Rehabilitation III Project and to support SRA in strengthening its role.</p>
1.3	The assignment is phased: No
1.4	<p>A pre-proposal conference will be held: No</p> <p>The Client’s representative is: Gheorghe Curmei Address: MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova Telephone: (+373 22) 22 11 14 Facsimile: (+373 22) 74 12 19 E-mail: gheorghe.curmei@asd.md</p>
1.5	The Client will provide the following inputs: As per detailed description in the Terms of Reference attached hereto.
1.7.2	The Client envisages the need for continuity for downstream work: No
1.11	<p>The clauses on fraud and corruption in the Contract are:</p> <ul style="list-style-type: none"> i. “corrupt practice” 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” 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 obligation; 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 party;

	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 action of a party..
2.1	Clarifications may be requested up to 15 days before the submission date. 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
3.1	Proposals should be submitted in the following language(s): English
3.3	(i) Shortlisted firm/entity may associate with other shortlisted firm: No (ii) The minimum number of professional staff-months required for the assignment is: 87 (iv) The minimum required experience of proposed professional staff is: Please see the detailed information in the Terms of Reference attached hereto (vi) Reports that are part of the assignment must be written in the following language(s): English and Romanian
3.4	(vii) Training is a specific component of this assignment: Yes (viii) Additional information in the Technical Proposal includes: The format for submission is: <u>FTP</u>
3.7	Taxes: The Amounts payable by the Client to the Consultant under the contract is not a subject to local taxation
3.8	Consultants to state local cost in the national currency: No
3.10	Proposals must remain valid 90 days after the submission date, i.e., until: July 25, 2012
4.3	Consultants must submit: <ul style="list-style-type: none"> • Technical Proposal – one (1) original, three (3) copies and one (1) electronic version (CD); and • Financial Proposal – one (1) original.
4.4	The proposal submission address is: State Road Administration, MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova Information on the outer envelope should also include: “Implementation Assistance to State Road Administration Do not open except in the presence of the Evaluation Committee, before April 26, 2012.”
4.5	Proposals must be submitted no later than the following date and time: April 26, 2012, 10:00 am (local time)

5.1	The address to send information to the Client is: State Road Administration, MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova																														
5.3	<p>The number of points to be given under each of the evaluation criteria 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 related to the assignment</td> <td style="text-align: right;">10</td> </tr> <tr> <td>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</td> <td style="text-align: right;">30</td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">15</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, including short-term experts</td> <td style="text-align: right;">10</td> </tr> <tr> <td>(iii) Qualifications and competence of the key staff for the Assignment</td> <td style="text-align: right;">60</td> </tr> <tr> <td style="padding-left: 20px;">a) International Engineering Management Consultant</td> <td style="text-align: right;">35</td> </tr> <tr> <td style="padding-left: 20px;">b) Procurements Specialist</td> <td style="text-align: right;">25</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Points: 100</td> </tr> </tbody> </table> <p>The number of points to be given under each evaluation sub criteria for qualifications of staff 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) General qualifications</td> <td style="text-align: right;">30</td> </tr> <tr> <td>(ii) Adequacy for the project</td> <td style="text-align: right;">60</td> </tr> <tr> <td>(iii) Experience in region & language</td> <td style="text-align: right;">10</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Points: 100</td> </tr> </tbody> </table> <p>The minimum technical score required to pass: <u>80 (eighty) points</u></p>		<u>Points</u>	(i) Specific experience of the consultants related to the assignment	10	(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	30	a) Technical approach and methodology	15	b) Work plan	5	c) Organization and staffing, including short-term experts	10	(iii) Qualifications and competence of the key staff for the Assignment	60	a) International Engineering Management Consultant	35	b) Procurements Specialist	25	Total Points: 100			<u>Points</u>	(i) General qualifications	30	(ii) Adequacy for the project	60	(iii) Experience in region & language	10	Total Points: 100	
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5.7	<p>The single currency for price conversions is: Not applicable</p> <p>(Financial Proposals shall be in <u>Euro</u>)</p>																														
5.8	<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: $T = \mathbf{0.8}$, and $P = \mathbf{0.2}$</p>																														
6.1	The address for negotiations is: <u>State Road Administration, MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova</u>																														
7.2	The assignment is expected to commence on: August 2012.																														

INFORMATION TO CONSULTANTS

Financial Negotiations¹

Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

¹ Used under Quality-Based Selection, Selection Based on Qualifications, and Single-Source Selection.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^2 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Client is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

(vii) Away from Headquarters Allowance or Premium

Some consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) Subsistence Allowances

²

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

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents□the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursables

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursables. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency.

3. Bank Guarantee

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.
-

Section 3. Technical Proposal - Standard Forms

- 3A. Technical Proposal submission form.
- 3B. Firm's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of curriculum vitae (CV) for proposed professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [*Title of consulting services*] in accordance with your Request for Proposal dated [*Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial³ Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] 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 understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

³ In Quality-Based Selection, the proposal may include only a Technical Proposal. If this is the case, delete “and a Financial Proposal sealed under a separate envelope.”

3B. FIRM'S REFERENCES

Using the format below, the Consultant shall provide under this form information on each relevant assignment for which its firm/entity was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services related to the ones requested under the Terms of Reference included in this RFP.

If the Proposal is submitted by a joint venture, all parties of the joint venture shall submit under this form the above information on the experience of their firm/entity. The information should be submitted in the order of the associate's significance in the joint venture, greatest to least.

Relevant services carried out in the last five years that best illustrate qualifications.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		N ^o of Staff:
Address:		N ^o of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion (Month/Year):	Date
		Approx. Value of Services (in Current US\$):
Name of Associated Consultants, If Any:		N ^o of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

[The comments and suggestions, if any shall be submitted with the Proposal pursuant to Sub-Clause [ITC 3.4\(ii\)](#).

These comments would not be evaluated and should not be priced in the consultant's proposal. The proposal should specifically address what is being asked in the SRA's Terms of Reference. The consultant's comments and suggestions in this form 3C would be discussed during negotiations with the winning consultant, and the prices would be adjusted accordingly.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[The description shall be submitted with the Proposal pursuant to Sub-Clause [ITC 3.4\(iii\)](#).]

The Consultant shall provide under this form a detailed description of how it will provide the required Services in accordance with the Terms of Reference (ToR) included in this RFP. Information provided must be sufficient to convey that the Consultant has an understanding of the challenges in performing the required Services and that it has an approach, methodology and work plan to overcome those challenges. The Technical Proposal should be divided into the following three (3) chapters:

- (a) Technical Approach and Methodology,
 - (b) Work Plan, and
 - (c) Organization and Staffing
- (a) Technical Approach and Methodology. In this chapter, the Consultant should explain its 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. The Consultant should highlight the problems being addressed and their importance, and explain the technical approach it would adopt to address them. The Consultant should also explain the methodologies it proposes to adopt and highlight the compatibility of those methodologies with the proposed approach.
- (b) Work Plan. In this chapter, the Consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones, 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 to be delivered as final output, should be included here. The work plan should be consistent with the Activity (Work) Schedule (Section 3H).
- (c) Organization and Staffing. In this chapter, the Consultant should propose the structure and composition of its team. The Consultant should list the main disciplines of the assignment, the key expert responsible, and proposed and short-term experts.
-

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

[The information shall be submitted with the Proposal pursuant to Sub-Clause [ITC 3.4\(iv\)](#).

The Consultant shall provide under this form the list of the proposed Key Professional Personnel by area of expertise, the position that would be assigned to each person, and their tasks.]

1. Professional Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

[The information shall be submitted with the Proposal pursuant to Sub-Clause [ITC 3.4\(v\)](#)].

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

[The information shall be submitted with the Proposal pursuant to Sub-Clause ITC 3.4(vi).

The Consultant shall provide under this form proposed Key Professional Personnel, estimates of the total staff input (professional and support staff including short-term experts; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional and support staff team member.

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months			
			1	2	3	4	5	6	7	8	9	10	11	12				
																	Subtotal (1)	
																		Subtotal (2)
																		Subtotal (3)
																		Subtotal (4)

Full-time: _____
 Reports Due: _____
 Activities Duration: _____

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____

3H. ACTIVITY (WORK) SCHEDULE

[The schedule shall be submitted with the Proposal pursuant to Sub-Clause [ITC 3.4\(vi\)](#).

The Consultant shall indicate under this form all main activities of the assignment, including deliverables and other milestones, such as the MCA-Moldova approvals. For phased assignments, The Consultant shall indicate activities, deliverables and milestones separately for each phase. Duration of activities shall be indicated in the form of a bar chart. See TOR for the full list of deliverables. The submission shall be evaluated as part of the Consultant’s Approach and Methodology. Below is a sample format (to be further completed by the Consultant based on the TOR requirements) that shall be used by the Consultant as an indicator of the proposed work load.]

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													

B. Completion and Submission of Reports

Reports	Date

Section 4. Financial Proposal - Standard Forms

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Breakdown of remuneration per activity.
- 4E. Reimbursable per activity.
- 4F. Miscellaneous expenses.

4A. FINANCIAL PROPOSAL SUBMISSION FORM[*Location, Date*]To: [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [*Title of consulting services*] in accordance with your Request for Proposal dated [*Date*] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in words and figures*]. This amount is exclusive of the local taxes, which we have estimated at [*Amount(s) in words and figures*].

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., [*Date*].

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

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:

Name and Title of Signatory:

Name of Firm:

Address:

4B. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		

4C. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies)	Amount(s)
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input ⁴	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

⁴ _____
Staff months, days, or hours as appropriate.

4E. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International _____ flights	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs ⁵	Monthly			
	Grand Total				_____

⁵ Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

4E. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs ⁶				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

⁶ Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

Section 5.**TERMS OF REFERENCE****Moldova Road Rehabilitation III Project Implementation Support****Table of Contents**

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<u>7</u>	<u>SERVICES TO BE PROVIDED TO THE CONSULTANT</u>	ERROR! BOOKMARK NOT DEFINED.

1. BACKGROUND

1.1 General

The Government of Moldova, represented by the Ministry of Transport and Roads Infrastructure (the “MTRI”), is preparing a Road Rehabilitation Project III (the “Project”) to be implemented in 2011 – 2014 and to be financed by European Bank for Reconstruction and Development (the “EBRD”), European Investment Bank (the “EIB”) together referred to as International Financial Institutions (the “IFI”) and from the European Commission (EC) in the framework of the Neighborhood Investment Facility (NIF).

The total cost of the Project is estimated at EUR 181,2 million of which EUR 31,2 million will be financed by the General Budget of the European Union through the NIF and the remaining financing is being provided by loans from the EBRD and the EIB (EUR 75 million each).

1.2 Objective of the project

The objective of the proposed Project is to halt the deterioration of the road network in Moldova and to ensure key road links are maintained to facilitate economic growth and regional integration of the country.

The Project objective will be achieved via two project components. The first component focuses on physical road rehabilitation. The second component will support deepening of the road sector reform through improving the capacity of the State Road Administration (the “SRA”) to manage effectively the road network under its responsibility, and to carry out road maintenance, rehabilitation, and investment programs in an efficient and transparent manner.

1.3 Project implementation

The Project will be implemented under the general supervision and responsibility of MTRI. However, actual project implementation will be carried out by the State Road Administration. SRA’s responsibilities include: procurement, financial management, contract management, project and program monitoring and evaluation, and reporting.

2. OBJECTIVES OF SERVICES

The SRA intends to contract the services of civil works contractors and consulting engineers through international competitive tendering and requires the assistance of qualified consultant (the “Consultant”) to support in this process.

The main objective of the assignment will be to provide SRA with technical and contractual expertise and to assist SRA in the efficient and effective implementation of the Moldova Road Rehabilitation III Project and to support SRA in strengthening its role.

Specific objectives include:

- Strengthening of the SRA's project management and monitoring resources to ensure the successful implementation of the Project;
- The improvement and strengthening of SRA's capabilities with regard to implementation cycle management;
- The development of specific training programs for SRA personnel involved in the project implementation process;
- Compliance with terms of respective loan agreements and fostering of good working relations with IFI;
- The development of procurement manuals for SRA and implementation support for local contracts procurement.

The procurement and implementation of the project shall be in compliance with the EBRD's Procurement Policies and Rules (PP&R).

3. SCOPE OF WORK

The scope of work outlined below is not exhaustive and is intended only to provide a broad description of the assignment. The Consultant will be required to assist SRA in all aspects of the project implementation and to provide advice in respect of all of SRA's civil works and services contracts within the project. As a contingency for the financing of the previous road projects financed by the World Bank, the EBRD and the EIB, the Government of Moldova adopted and should implement an Anticorruption Action Plan (ACAP), and the Consultant is required to provide SRA with ad-hoc assistance and advice in the implementation of this plan. The Consultant will also be expected to assist SRA with the development of all aspects of its future road rehabilitation programmes to be co-financed by the IFIs and any other potential roads projects. In particular, the Consultant shall carry out the following:

3.1 Assistance during Design, Tender and Pre-Construction Phase of the Project

The Consultant shall:

- Review the feasibility, environmental and engineering studies produced by SRA's consultants;
- Review all road designs for traffic safety and assess adequacy of traffic calming measures;

- Ensure that traffic safety audits are performed at the relevant stages in line with international standards;
- Assist SRA in pre-qualification and tender evaluation of design and works supervision contracts as required;
- Review all tender documents for civil works contracts produced by SRA's consultants and comment on them;
- Ensure that the technical specifications and environmental, social, health and safety requirements are converted into a form suitable for inclusion in Tender Documents.
- Independent of any recommendations of the specialist consultants, the Consultant shall provide SRA with advice over the most appropriate form of contract to be employed;
- Monitor the performance of the said consultants and comment upon their monthly reports;
- Assist SRA in the administration of its contracts with specialist consultants and shall provide advice if and when disputes arise;
- Ensure that a uniform approach is taken by the different consultants in all the road lots;
- Assist SRA to finalise the tender documents for the works contracts and attend to SRA in preparing the tenders;
- Attend the pre-tender meetings as a technical adviser to SRA;
- Provide guidance to the Evaluation Committees for all contracts, and lend assistance in the preparation of Evaluation Reports. Procurement of the contracts financed by IFIs will be conducted in accordance with EBRD's Procurement Policies and Rules, May 2009, and the Consultant shall assist the SRA to ensure that all procurement procedures and documentation produced are performed in accordance with these rules.
- Attend the pre-contract clarification meetings with the tenderers and provide guidance to SRA in the preparation of its negotiation strategy and the compilation of contract documents;
- Attend to SRA for replies to queries from the IFIs regarding the Evaluation Reports.

3.2 Assistance During Roads Rehabilitation Phase of the Project

The Consultant shall:

- Attend to SRA for all pre-construction activities that affect the Employer, e.g. access to site, construction permits, approval of bonds and insurances etc.;

- Assist SRA in preparing the format of the monthly interim payment certificate to be utilised by the consulting engineer in the civil works contracts;
- Assist SRA in maintaining a data-base of all payments made and to be made under the civil works contracts and develop and build upon previous management information systems;
- Review the consulting engineer's monthly reports and comment upon foreseen delays and other major issues and advise SRA on actions to be taken to resolve outstanding issues;
- Monitor the performance of the Technical Supervision consultants, review the consulting engineers' invoices, and verify that expenditure is both eligible and within budgetary limits;
- Make visits to the construction sites as and when required;
- Ensure that the environmental and social mitigation measures defined under the project Environmental and Social Action Plan (ESAP) are implemented;
- Monitor all variation orders and verify that they have been discussed, approved and instructed in strict accordance with SRA's procedures and EBRD's Procurement Policies and Rules prior to execution of work;
- Endorse variation orders following consultation with the "Engineer" and following any site visit that may be necessary;
- Monitor all claims for extensions of time and prolongation costs and verify that they have been discussed, approved and instructed in strict accordance with SRA's procedures and EBRD's Procurement Policies and Rules;
- Advise SRA and provide written opinions on all other claims which may be presented by the consulting engineers in special reports;
- Should a Dispute Adjudication Board (the "DAB") be convened, assist SRA in all matters related to the appointment of the DAB and with presentations to the DAB;
- Assist the SRA in all matters relating to the civil works contracts and the performance of the contractors and consultants involved;
- Prepare progress reports for the IFIs.

3.3 Assistance During Post-Construction Phase of the Project

The Consultants shall:

- Review the reports of the consulting engineers during the Defects Notification Period and shall pay particular attention to the rectification of defects;
- Ensure that traffic safety audits are performed at the relevant stages in line with international standards;

- Assist the SRA in preparing and issuing the Taking-Over and Performance Certificates and the return to contractors of all bonds;
- Check that each Final Payment Certificate is processed in time and in accordance with SRA's procedures and EBRD's Procurement Policies and Rules, and shall endorse each Final Payment Certificate before payment to the contractors.

3.4 Assistance in Regard to Loans Management under the Project

The Consultant shall:

- Verify that all expenditures under the loans are eligible;
- Verify that covenants of the loans are met;
- Assist SRA in preparing replenishment requests and shall ensure that such requests are in accordance with IFI requirements;
- Assist SRA in organizing and maintenance of a detailed data-base of all disbursements;
- Monitor the draw-down of funding and shall alert SRA when the balance is at a critical level (in this respect the Consultant shall express their opinion regarding the progress of the civil works and cash-flow projections approved by the consulting engineers);
- Assist SRA in preparing quarterly reports to the IFIs and attend meetings with the IFIs as and when required.

3.5 Horizontal Activities

In addition to the specific responsibilities under the Project, the Consultant will also be responsible for strengthening SRA's role in the road sector and developing best practice solutions for the planning and implementation of rehabilitation and maintenance.

The Consultant will be required to:

- Assist SRA in reviewing the organizational, administrative and budgetary aspects of the SRA and make recommendations for improvements;
- Assist SRA in assessing the adequacy of budgetary allocation for maintenance and establish target allocation for routine and periodic maintenance. Review technical aspects of maintenance techniques and introduce best practice based upon international standards;
- Assist SRA in improving procurement practices in a fair and transparent way.

3.5.1 Projects Preparation

For the duration of the contract the Consultant shall assist the SRA in preparing projects for presentation to IFIs for possible future financing:

- Make preliminary assessments of government's priority investment needs;
- Assist SRA in preparing Terms of Reference for future feasibility studies relating to road modernisation and reconstruction schemes;
- Assist SRA in preparing the Terms of Reference for the Consulting Services that will be needed for the Project;
- Ensure compliance of environmental and social appraisal procedures with national and EU requirements.

3.5.2 Training

The Consultant shall review the training needs and requirements within SRA at both operational and managerial levels. This shall include establishing all training delivered to relevant SRA staff who have continued with SRA by previous consultants and organizations within the last five years. The Consultant shall provide detailed comments and recommendations regarding training needs in his monthly reports and shall prepare a detailed training programme to be implemented within a specified timeframe. The training programme shall include on-the-job training and formal training seminars. In all his activities the Consultant shall provide on-the-job training to SRA's staff responsible for the respective tasks. The Consultant shall establish a control system to monitor training activities.

3.5.3 Institutional reform

For the duration of the contract the Consultant shall assist the SRA in assessing the institutional framework and identify weaknesses and propose solutions and an action plan for institutional reforms.

- Assist SRA in reviewing the organizational, administrative and budgetary aspects of the SRA;
- Make recommendations for organisational changes, checks and balances, accounting and administrative practices and records keeping, budgetary transparency and audits;
- Make an action plan and discuss with SRA management.

3.5.4 Development of procurement rules

The Consultant shall be required to independently assess SRA's existing procurement practices and to evaluate SRA's internal control mechanisms in preventing, detecting and responding to instances of fraud and corruption within SRA's procurement and project management activities. The Consultant should then translate this assessment into new procurement policy and procedures to be implemented by the SRA with the Consultant's assistance. The conditions prescribed by current EU Directives on Procurement shall be reviewed in this process and incorporated into the new policy and procedures where considered appropriate.

In particular, the Consultant will be required to:

- Review and evaluate SRA's current anti-corruption strategy and initiatives; assessment of the current practices against requirements of WB's Anti-Corruption Action Plan dated 11 January 2007; identify gaps if they exist;
- Evaluate the effectiveness of SRA's internal control mechanisms, rules and policies concerning the prevention, detection and response to instances of fraud and corruption within SRA's procurement and project management activities. This will include, but not limited to, i) review and evaluation of SRA's internal controls for completeness and effectiveness at preventing, detecting and responding to instances of fraud and corruption; ii) review SRA's internal audit programme for procurement and project management and assess their its coverage and effectiveness in preventing fraud and corruption and iii) assessment of the extent to which SRA has appropriate policies and rules to prevent fraud and corruption within its procurement and project management activities;
- Evaluate SRA's existing procurement policy and procedures. This will include, but not limited to, i) review and evaluation of SRA's current procurement policy and procedures against industry best practice, including the conditions prescribed by EU Directives on Procurement; ii) assessment of the extent to which SRA's procurement activities comply with its procurement policy and procedures;
- Provide recommendations for strengthening SRA's procurement and project management activities and develop new procurement policy and procedures that would meet industry best practices;
- Assist SRA in implementation of the new procurement policy, including procurement of local contracts and preparation of procurement manuals.

3.5.5 Assistance to the IFIs

For the duration of the contract the Consultant shall:

- provide assistance and liaison to visiting IFI missions as necessary; and

- assist with the production of project completion report for each of the Project phases as required by the IFIs.

4. EXPERTISE REQUIRED

The Consultant shall employ **two full-time** Key Personnel, the International Engineering and Management Consultant and a Procurement Specialist.

Upon commencement of the services the Consultant shall prepare and agree with the SRA general approval procedures for the assignment as far as services in Moldova are concerned including the procedure for the equipment, local support and utilities which are to be procured with the Consultant's assistance from proceeds of the Loan. All procedures and pertaining conditions shall be described in an inception report and signed by both parties. The inception report shall be subject to the no-objection by the IFI. The contents of the inception report shall be considered to be applicable for the entire contract duration unless modified in writing at a later stage.

The Consultant shall finalise and agree as early as possible with the SRA the work program and manpower assignment schedule for the execution of the contract as indicated in the Consultant's Proposal. This shall be done taking into account general tasks (i.e. implementation of reporting and communication procedures between the Contracting Authority and the IFIs, development of standard procedures etc.) and predictable workload. The work programme and assignment schedule shall be subject to approval by IFI and to periodical review and updating by the parties.

The activities of the SRA shall be organized in such a way that periods of the Consultant's stay at the SRA office are used for full time activities by the Consultant assuring at the same time proper progress in the Project. If the SRA requires assistance from the Consultant's experts, the respective assignment and its particulars (time, place, duration) shall be discussed and mutually agreed in writing in conformity with the agreed procedures.

Proper communication and working procedures shall be agreed upon between the SRA and the Consultant, and implemented for times of the Consultant's activities at his head office in order to maintain appropriate Project progress. In planning times of absence of the Key Personnel from Moldova, general reporting requirements and pertaining activities shall be taken into account.

For the last six months of the services, a phase-out / tasks transfer to SRA's staff shall be proposed by the Consultant and agreed with SRA.

Those tasks not to be undertaken by the IEMC or the Procurement Specialist should be clearly identified in the technical proposal.

Specific experience of the Key personnel is detailed below.

International Engineering and Management Consultant

An international engineering and management consultant (the "IEMC") will be Team Leader / Resident Project Manager, who should be suitably qualified engineer capable of fulfilling the bulk of the tasks described herein including the central tasks of programme and implementation cycle management, the financial and contractual management of construction and supervision contracts, technical management of road rehabilitation projects, loan management and training.

The IEMC should have a strong background in: the assessment of feasibility studies; review of engineering designs; traffic safety and safety auditing of road schemes; contract management experience to include hands-on experience of variation orders, extensions of time and claims;

experience in the financial management of multiple construction contracts to include monitoring advance and interim payments and settling final accounts; and good knowledge of EBRD Procurement Policies and Rules and access to knowledge of relevant Moldovian and EU environmental, social, health and safety requirements.

The IEMC should have demonstrable hands-on experience in the implementation of at least one project financed by one of the major IFI's in a similar advisory role.

Procurement experience would be an asset, and the IEMC should be able to cover the activities of the Procurement Specialist during his leave periods. Specific minimum requirements are provided below:

- at least 25 years professional experience;
- at least 15 years international experience including IFI-funded projects;
- a bachelor's degree in engineering or similar field;
- membership of a relevant professional institution;
- fluent in English language;
- extensive international experience in construction supervision under FIDIC (Red Book) Conditions, highway and bridge engineering.

Procurement Specialist

A Procurement Specialist will assist SRA in all procurement activities and should be suitably experienced to fulfill the procurement tasks described herein. This should include knowledge of IFI procurement procedures, with specific recent experience of the EBRD policies and rules being seen as a particular asset.

Specific experience should include procurement planning, preparation of Invitations for Prequalification for Works and Expressions of Interest for Construction Supervision, review of such applications, preparation of Tender Documents for Works and Requests For Proposals, clarifications and clarification requests, attendance at associated meetings, evaluation of Tenders and Proposals, preparation of associated reports (Prequalification, short-list, Evaluation, etc.), and dealing with IFI comments and applicant complaints.

The Procurement Specialist should be able to support and / or deputize for the IEMC during his leave periods and at other times if necessary. Specific minimum requirements are provided below:

- at least 20 years professional experience;
- at least 10 years international experience of IFI-funded projects and their procurement;
- a bachelor's degree in engineering or similar field;
- membership of a relevant professional institution;
- fluent in English language.

Short-term experts (non-key personnel)

It is likely that, during the project, additional expertise in the areas of pavement maintenance, road safety audit, geotechnical engineering, legal/contractual matters, economic feasibility, environment, social, training and policy development may be required. The Consultant will be expected to forward appropriate candidates for the approval of SRA to support the IEMC in meeting SRA and Project requirements.

Short-term Experts shall be graduate civil engineers or other qualified professionals, having at least fifteen (15) years of experience in their area of expertise. They shall also have a university degree in their area of expertise and shall be chartered or the equivalent.

The short-term experts must be experienced in countries with conditions similar to Moldova. They shall demonstrate that they have participated in at least two projects where they have held similar functions.

The expertise will be supplied on an ad-hoc basis and after the prior written approval of the SRA, which shall be obtained prior to his / her coming to Moldova based on a curriculum vitae supplied by the Consultant. Curriculum vitae of proposed short-term experts should be included in the Consultant's Technical Proposal.

For estimating purposes only, a total of **fifteen (15)** man-months should be included in the Financial Proposal for up to 30 missions. Any replacement of a short-term expert must receive prior approval of the Employer providing that the replacement has equal or superior qualifications. Short-term experts must provide mission reports prior to their demobilization. Specific minimum requirements for the short term experts are provided below.

Short Term Expert for Pavement Maintenance

- 15 years professional experience;
- 10 years international experience in pavement maintenance management;
- international experience with Pavement Management Systems;
- a bachelor's degree in engineering or similar field;
- membership of a professional institution;
- fluent in English language;
- extensive international experience in construction supervision, highway and bridge engineering.

Short Term Expert for Road Safety Audit

- 15 years professional experience;
- 10 years international experience in road safety audits;
- international experience in highway design and construction;
- a bachelor's degree in engineering or similar field;
- membership of a professional institution;
- fluent in English language;
- extensive international experience in highway safety engineering including EC Directive 2008/96/EC.

Short Term Expert for Geotechnical Engineering

- 15 years professional experience;
- 10 years international experience in geotechnical engineering;
- international experience of highway / bridge design and construction;
- a bachelor's degree in engineering or similar field;
- membership of a professional institution;
- fluent in English language;
- extensive international experience in geotechnical engineering for highways and bridges.

Short Term Claims Expert for Legal / Contractual Matters

- 15 years professional experience;
- 10 years international experience in contractual (FIDIC Red Book) legal matters;
- a bachelor's degree in law or similar field;
- membership of a professional institution;
- fluent in English language;
- extensive experience in international construction law, international arbitration, international litigation, claims.

Short Term Expert for Economic Feasibility

- 10 years professional experience;
- 10 years international experience in economic feasibility of transport projects;
- a bachelor's degree in economics or similar field;
- membership of a professional institution;
- fluent in English language;
- extensive international experience in economic feasibility of road projects;

Short Term Expert for environmental impact assessment

- 10 years professional experience;
- 5 years international experience in environmental impact assessment studies for roads projects;
- a bachelor's degree in environment or similar field;
- membership of a professional institution;
- fluent in English language;
- extensive experience in environmental impact assessments .

Short Term Expert for social impact assessment

- 10 years professional experience;
- 5 years international experience in social impact assessment studies for roads projects;
- a bachelor's degree in social sciences ;
- membership of a professional institution;
- fluent in English language;
- extensive experience in social impact assessments.

Short Term Expert for training matters

- 10 years professional experience;
- fluent in English language;
- extensive international experience in preparation and implementation of training programmes in fields of project management, procurement, financial management, contract management etc.

Short Term Expert(s) for policy development

- 10 years professional experience;
- membership of a professional institution;
- fluent in English language;

- extensive international experience in assessment and development: of corporate anti-fraud and corruption initiatives and strategies, institutional internal controls designed to prevent, detect and respond to fraud and corruption within a large construction company etc.

5. WORKSITE AND TIMETABLE

A furnished office sufficient for 2 full-time personnel, an office manager/interpreter and two visiting experts with access to international phone/fax/internet will be provided to the Consultant at SRA's premises in Chisinau for the duration of the assignment. Visits to the civil works sites will be required from time to time.

The Consultant shall provide the services entirely at the SRA office in Chisinau except where missions on site will be required.

It is expected that the assignment will commence in August 2012 and for three years.

6. REPORTING

The Consultant shall provide SRA and the IFIs with the following reports:

- Inception Report should be provided within three weeks from the date of commencement of services;
- Monthly Progress Reports which report briefly on the activities carried out by the Consultant and foreseen problems or delays and recommend appropriate actions to avoid them;
- Quarterly Reports which report on the main activities of the Consultant in the 3-month period and which provide in-depth analysis of specific issues, possible problems and delays should be foreseen as well as recommendations for avoiding them;
- Special Reports on issues that warrant particular comment, such as major claims or delays, or reports that are particularly requested by SRA or the IFI;
- Findings report including summary recommendations on procurement policies and procedures should be provided within twelve weeks from the date of commencement of services, in draft format for review and comments of IFIs. The draft procurement policy should be provided within six weeks from the clearance of IFIs comments on Findings report. Final reports will be due within two weeks from the receipt of IFIs comments on draft submissions. Other working papers and procedures for institutional and organizational tasks will be provided on ad-hoc basis.

All reports should be provided in four copies (three in English and one in Romanian). The Romanian versions of reports should be provided not later than two weeks after submission of English versions.

7. SERVICES TO BE PROVIDED TO THE CONSULTANT

SRA shall assist the Consultant in obtaining entry visas and working permits (if needed) although the cost shall be borne by the Consultant.

SRA shall provide the Consultant an office room at the SRA's premises. SRA shall make available to the Consultant all information, agreements, documents, drawings etc. pertaining to the Consultant's mandate both in hard copy and where necessary in electronic copy. All documents so provided are, and will remain the property of the SRA. The Consultant may not dispose of or otherwise make use of such documents without the prior written approval of SRA.

The Consultant shall be responsible for, and shall include the following in its monthly billing rates:

- Arranging its own living accommodation;
- Temporary accommodation upon arrival in Moldova;
- Per diems and general living expenses;
- Arranging for local transportation to and from SRA's premises;
- Duties and taxes payable under Moldavian law;
- Computer, printer, fax, telephone and other office equipment;
- Communications expenses to include purchase of mobile telephone and associated costs;
- Translation and interpretation related to the Project.

Section 6. Standard Forms of Contract

The attached Form of Contract shall be used.

CONTRACT FOR CONSULTANTS' SERVICES**Time-Based**

between

S.E. State Road Administration

[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, [name of client] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/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 International Development Association (IDA), a loan from European Bank for Reconstruction and Development (EBRD) and 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 the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Subconsultants
 - Appendix D: Medical Certificate

___ Not used

Appendix E: Hours of Work for Key Personnel
 Appendix F: Duties of the Client
 Appendix G: Cost Estimates in Foreign Currency
 Appendix H: Cost Estimates in Local Currency _____ Not used
 Appendix I: Form of Guarantee for Advance Payments
 Appendix J: 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:]*

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 European Bank for Reconstruction and Development (EBRD).
- (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 Charge** **of in** 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** **and** 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 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;

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.

- (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.

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.

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 Consultants instructing the Consultants 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 shall be specified in the SC, either Party may, by not less than four (4) weeks’ 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 Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.
- 2.4 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be 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 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification

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

made by the other Party.

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, 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 Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) 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 take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
- (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 event 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 notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

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.

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their 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 Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 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 Consultants become (or, if the Consultants consist of more than one entity, if any of their 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 Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause

GC 8 hereof;

- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

**2.9.2 By
Consultants**

the The Consultants may, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

- (a) if the Client fails to pay any money due to the Consultants 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 Consultants that such payment is overdue;
- (b) 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 Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants’ notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

- 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 Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6(ii) 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 Consultants 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 Consultants and equipment and materials furnished by the Client, the Consultants 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 Consultants:
- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
 - (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
 - (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the 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 (e) 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 arbitration pursuant 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 Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subconsultants or Third Parties.

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc. The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to Engage in Certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the

Services.

- 3.2.4 Prohibition of Conflicting Activities** **of** The Consultants shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
 - (b) after the termination of this Contract, such other activities as may be specified in the SC.
- 3.3 Confidentiality** The Consultants, their Subconsultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 3.4 Liability of the Consultants** Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.
- 3.5 Insurance to be Taken Out by the Consultants** The Consultants (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be 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 therefor have been paid.
- 3.6 Accounting, Inspection and Auditing** **and** The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof (including such bases as may be specifically referred to in the SC), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client and (iii) shall permit the Bank to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Bank, if so required by the Bank.
- 3.7 Consultants' Actions Requiring Client's Prior Approval** **Prior** The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) appointing such members of the Personnel as are listed in Appendix C merely by title but not by name;

- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.8 Reporting Obligations

The Consultants 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.

3.9 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants 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 Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, 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.

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** **of** 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 Consultants, Subconsultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Subconsultants 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 Consultants and the Personnel and any Subconsultants employed by the Consultants 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 Consultants, any Subconsultant 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; and
- (g) provide to the Consultants, Subconsultants and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

The Client warrants that the Consultants 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 Consultants 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 Consultants or any Subconsultant or the Personnel of either of them.

5.3 Change in the Applicable Law

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 Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants 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

The Client shall make available to the Consultants 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, provided that if such services, facilities and property shall not be made

available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

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

5.6 Counterpart Personnel

(a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

(b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and the Consultants 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 Consultants as a result thereof pursuant to Clause GC 6.1(c) hereof.

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 G. An estimate of the cost of the Services payable in local currency is set forth in Appendix H.

(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. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(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

Consultants 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 Expenditures

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration 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) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.
- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.3(b).

6.3 Currency Payment

- of (a) Foreign currency payments shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payments shall be made in the currency of the Government.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

6.4 Mode of Billing and Payment

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

- (a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.
- (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, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

- (c) The Client shall cause the payment of the Consultants' monthly statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly 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 Consultants, 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 Consultants 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 Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, 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 Consultants to the Client within thirty (30) days after receipt by the Consultants 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 Consultants specified in the SC.

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

Number of GC Clause ²	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 .
1.6.1	<p>The addresses are:</p> <p>Client: State Road Administration Attention: Mr. Vitalie Panurco Cable address: 12 A Bucuriei str., MD2004, Chisinau Telex: +373 22 74 36 31 Facsimile: +373 22 74 12 19</p> <p>Consultants: _____</p> <p>Attention: _____</p> <p>Cable address: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6.2	<p>Notice will be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery; and</p> <p>(d) in the case of facsimiles, 24 hours following confirmed transmission.</p>
1.8	The Member in Charge is [<i>name of member</i>].
1.9	<p>The Authorized Representatives are:</p> <p>For the Client: Mr. Vitalie Panurco</p> <p>For the Consultants:</p>
1.10	The Client warrants that the Consultants, the Subconsultants and the Personnel shall be exempt from (or that the Client shall pay on behalf of the Consultants, the Subconsultants and the Personnel, or shall reimburse the Consultants, the Subconsultants and the Personnel for) any taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultants, the Subconsultants and the Personnel in respect of:

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2 Clauses in brackets are optional; all notes should be deleted in final text.

	<p>(a) any payments whatsoever made to the Consultants, Subconsultants and the Personnel (other than nationals of the Government or permanent residents of the Government's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Government's country by the Consultants or Subconsultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn therefrom 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 Consultants, any Subconsultants or the Personnel (other than nationals of the Government 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 therefrom by them upon their respective departure from the Government's country, provided that:</p> <p>(1) the Consultants, Subconsultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government in importing property into the Government's country; and</p> <p>(2) if the Consultants, Subconsultants 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 Consultants, Subconsultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the 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 sub-paragraph (b) above have been cleared by customs in the Consultant's name or supporting documents issued by the equipment vendor in the name of the Consultant for the equipment referred to in sub-paragraph (c) above.</p>
2.1	<p>The effectiveness conditions are the following:</p> <p>i. no objection to this contract by the Banks;</p>
2.2	<p>The time period shall be three months or such other time period as the parties may agree in writing.</p>

2.3	The time period shall be 7 days or such other time period as the parties may agree in writing.
2.4	The time period shall be thirty six months or such other time period as the parties may agree in writing.
3.2.4(b)	“For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultants also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.”
3.4	<p>Limitation of the Consultants’ Liability towards the Client</p> <p>(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client’s property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b) This limitation of liability shall not affect the Consultants’ liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.”</p>
3.5	<p>The risks and the coverages shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government’s country by the Consultants or their Personnel or any Subconsultants or their Personnel, with a minimum coverage of Euro 10,000;</p> <p>(b) Third Party liability insurance, with a minimum coverage of Euro 10,000;</p> <p>(c) professional liability insurance, with a minimum coverage of contract amount equivalent;</p>

	<p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Subconsultant, 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</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.</p>
3.7(c)	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 as "Employer" is required.
3.9	The Consultants shall not use these documents 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)	<p>The ceiling in foreign currency or currencies is: <i>[amount]</i></p> <p>The ceiling in local currency is: Not applicable</p>
6.2(a)	<p>Payments for remuneration made in accordance with Clause GC 6.2(a) in [foreign and/or] [local] currency shall be adjusted as follows:</p> <p>(i) Remuneration paid in foreign currency pursuant to the rates set forth in Appendix G 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 G 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>(ii) Remuneration paid in local currency pursuant to the rates set forth in Appendix H shall be adjusted every [number] months (and, for the first</p>

	<p>time, with effect for the remuneration earned in the [number]th calendar month after the date of the Contract) by applying the following formula:</p> $R_l = R_{l_0} \times \frac{I_l}{I_{l_0}}$ <p>where R_l is the adjusted remuneration, R_{l₀} is the remuneration payable on the basis of the rates set forth in Appendix H 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_{l₀} is the official index for salaries in the Client's country for the month of the date of the Contract.</p>
6.2(b)(ii)	The rates for Foreign Personnel to be paid in foreign currency are set forth in Appendix G.
6.2(c)	The Reimbursable expenses to be paid in foreign currency are set forth in Appendix G.
6.3(a)	<p>The foreign currency [currencies] shall be the following:</p> <p>(i) <i>[name of foreign currency]</i></p> <p>(ii) <i>[name of foreign currency]</i></p>
6.3(b)(i)	Remuneration for foreign shall be paid in foreign currency.
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 15% 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 installments against the statements for the first fourteen months of the Services until the advance payment has been fully set off.</p> <p>(2) The bank guarantee shall be in the amount and in the currency of the foreign currency portion of the advance payment</p>
6.4(c)	The interest rate is: EURIBOR+1%.
6.4(e)	The accounts are for foreign currency: <i>[insert account]</i>

<p>8.2</p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> (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) of <i>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) of <i>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. (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>. (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. 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. 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
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	<p>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 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 Clause SC 6.2(b)(i)

Consulting Firm:

Country:

Assignment:

Date:

Consultants' Representations Regarding Costs and Charges

We hereby confirm that (a) the basic salaries indicated below 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 below 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.

(Expressed in *[name of currency]*)

Name	Position	Basic Salary per Working Month/Day/Year (a)	Social Charges ¹ (b)	Overhead ¹ (c)	Away from Headquarters Allowance (f)
etc.					

¹ Expressed as a percentage of (a).

[Name of Consulting Firm]

 Signature of Authorized Representative

 Date

Name: _____

Title: _____

Model Form II

See Notes to Form on preceding page and to Clause SC 6.2(b)(i)

Breakdown of Agreed Fixed Rates in Consultants' 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 *[name of currency]*)

Name	Position	Basic Salary per Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Agreed Rate Working Month/Day/Hour	Fixed per Fixed Rate ¹	Agreed Fixed Rate ¹
		(a)	(b)	(c)	(d)	(e)	(f)	(g)		(h)
etc.										
¹ Expressed as a percentage of (a).										
² Expressed as a percentage of (d).										

Signature _____

Date _____

Name: _____

Title: _____

IV. Appendices

Appendix A—Description of the 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.

Will be transferred from the ToR at the contract negotiations.

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

Appendix C—Key Personnel and Subconsultants

- 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-4 Same as C-1 for Key Personnel to be assigned to work outside the Government's country.*
 - C-4 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1 through C-4.*

Appendix D—Medical Certificate

Not applicable.

Appendix E—Hours of Work for Key Personnel

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 F—Duties of the Client

List under:

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

- F-2 Counterpart personnel to be made available to the Consultants by the Client.*

Counterpart personnel are not required.

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

Appendix G—Cost Estimates in Foreign Currency

List hereunder cost estimates in foreign currency:

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

2. *Reimbursable expenditures*
 - (a) *Per diem allowances.*
 - (b) *Air transport for foreign Personnel.*
 - (c) *Air transport for dependents.*
 - (d) *Transport of personal effects.*
 - (e) *International communications.*
 - (f) *Transportation within Moldova.*
 - (g) *Provision of office equipment (to remain the property of the Consultant).*
 - (h) *Provision of survey equipment (to remain the property of the Consultant).*
 - (i) *Provision of mobile telephones (to remain the property of the Consultant).*
 - (j) *Provision of any other goods, equipment or services (to remain the property of the Consultant as appropriate).*
 - (k) *Printing of documents specified in Appendices A and B hereof.*
 - (l) *Acquisition of specified equipment and materials to be imported by the Consultants and to be paid for by the Client (including transportation to the Government's country).*
 - (m) *Other foreign currency expenditures, like use of computers, foreign training of Client's staff, various tests, etc.*

Appendix H—Cost Estimates in Local Currency

Not applicable.

Appendix I—Form of Bank Guarantee for Advance Payments

Note: See Clause GC 6.4(a) and Clause SC 6.4(a). The Client should insert here an acceptable form of a bank guarantee. An example is set forth below.

TO: [Name and Address of Client]
[Name of Contract for Consultants' Services]

Gentlemen:

In accordance with the provisions of Clauses GC 6.4(a) and SC 6.4(a) of the above-mentioned Contract (hereinafter called "the Contract"), [name and address of Consultants] (hereinafter called "the Consultants") shall deposit with [name of Client] a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of [amount of Guarantee], [amount of Guarantee in words].³

We, the [bank or financial institution], as instructed by the Consultants, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to [name of Client] on his first demand without whatsoever right of objection on our part and without his first claim to the Consultants, in the amount not exceeding [amount of Guarantee], [amount of Guarantee in words].

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between [name of Client] and the Consultants, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until [name of Client] receives full repayment of the same amount from the Consultants.

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

Yours truly,

Signature and Seal

Name of Bank/Financial Institution

Address

Date

³ An amount is to be inserted by the bank or financial institution as specified in Clause SC 6.4(a).

