

REQUEST FOR PROPOSALS
RFP # 02/2011

Country: Republic of Moldova

Project Name: Road Sector Program Support Project

EBRD Loan Agreement Number: 41442

***Title of Consulting Services: Consulting services for Construction
Supervision of 2 no. Civil Works Contracts on M3 Road
Km 96+800 to 151+200***

Section 1. Letter of Invitation

Invitation N°02/2011;
Loan Agreement N° 41442
Chisinau
September, 2011

[Insert: Name and Address of Consultant]

Dear Mr./Ms.:

1. The Republic of Moldova (hereinafter called “Borrower”) has received financing from the European Bank for Reconstruction and Development (EBRD) toward the cost of Road Sector Program Support Project. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The S.E. State Road Administration now invites proposals to provide the following consulting services: Construction Supervision of Civil Works on M3 Chisianu-Giurgulesti road. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:
 1. **DIWI Germany GmbH** (Germany);
 2. **Egis International** (France) *in association with Egis Romania SA* (Romania);
 3. **IRD Engineering** (Italy);
 4. **Louis Berger SAS** (France);
 5. **INOCSA Ingineria SL** (Spain) *in association with Search Corporation Romania Srl* (Romania);
 6. **KOCKS Consult GmbH** (Germany) *in association with Universinj* (Moldova).

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

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 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 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

- (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

Technical Proposal

- 3.1 Consultants are requested to submit a proposal (para. 1.2) written in the language(s) specified in the Data Sheet.
- 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 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.
- 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 bids 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.
- 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.
- Public Opening and Evaluation of Financial Proposals: Ranking (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)**
- 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 (F_m) will be 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 of Contract

- 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.
-

Information to Consultants

Data Sheet

| Clause Reference | |
|------------------|---|
| 1.1 | <p>The name of the Client is: I.S. “Adminstratia de Stat a Drumurilor”</p> <p>The method of selection is: QBCS</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>Construction Supervision of Civil Works on M3 Chisinau-Giurgiulesti Road</p> <p>The objective of the Construction Supervision services is to provide services and carry out the duties of ‘the Engineer’ as defined in the FIDIC MDB Harmonised Edition of the Conditions of Contract for Construction, March 2006 in supervising the rehabilitation of public roads through efficient and effective expertise, resulting in the issue of a Provisional Acceptance Certificate and a Taking-over certificate for the roads at the end of construction.</p> <p>There will be two separate works contracts for the rehabilitation works that will be the subject to supervision under the contract to be awarded under this invitation as follows:</p> <p>(i) Contract RSPSP/W3/02: Rehabilitation of M3 Chisinau – Giurgiulesti road section, km 96+800 – km 122+800;</p> <p>(ii) Contract RSPSP/W3/03: Rehabilitation of M3 Chisinau – Giurgiulesti road section, km 122+800 – km 151+200.</p> |
| 1.3 | <p>The assignment is phased: No</p> |
| 1.4 | <p>A pre-proposal conference will be held: Yes</p> <p>Date: October 06, 2011 Time: 10:00 a.m. (local time) Venue: The State Road Administration, Bucuriei str. 12 A, Chisinau, Republic of Moldova</p> <p>The Client’s representative is: 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</p> |

| | |
|-------|--|
| | E-mail: gheorghe.curmei@asd.md |
| 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 | The clauses on fraud and corruption in the Contract are: <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 estimated number of professional staff-months required for the assignment is: 154 (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: No (viii) Additional information in the Technical Proposal includes: The format for submission is: FTP |

| 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: December 08, 2011 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.3 | Consultants must submit an original and 3 (three) additional copies of Technical Proposal, and the original of the Financial Proposal. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 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: Do not open except in the presence of the Evaluation Committee, before October 25, 2011. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.5 | Proposals must be submitted no later than the following date and time: 25 October 2011, 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;">Technical approach and methodology</td> <td style="text-align: right;">15</td> </tr> <tr> <td style="padding-left: 20px;">Work plan</td> <td style="text-align: right;">5</td> </tr> <tr> <td style="padding-left: 20px;">Organization and staffing</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;">Team Leader /Engineer</td> <td style="text-align: right;">20</td> </tr> <tr> <td style="padding-left: 20px;">Deputy Team Leader/ Resident Engineer</td> <td style="text-align: right;">15</td> </tr> <tr> <td style="padding-left: 20px;">2 Materials Engineers</td> <td style="text-align: right;">15</td> </tr> <tr> <td style="padding-left: 20px;">2 Quantity Surveyors</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 40px;">Total Points:</td> <td style="text-align: right;">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 style="text-align: right;">Total Points:</td> <td style="text-align: right;">100</td> </tr> </tbody> </table> <p>The minimum technical score required to pass: 80 (eighty) points</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 | Technical approach and methodology | 15 | Work plan | 5 | Organization and staffing | 10 | (iii) Qualifications and competence of the key staff for the Assignment | 60 | Team Leader /Engineer | 20 | Deputy Team Leader/ Resident Engineer | 15 | 2 Materials Engineers | 15 | 2 Quantity Surveyors | 10 | 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 |
| | <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 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Technical approach and methodology | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Work plan | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Organization and staffing | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (iii) Qualifications and competence of the key staff for the Assignment | 60 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Team Leader /Engineer | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Deputy Team Leader/ Resident Engineer | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 Materials Engineers | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 Quantity Surveyors | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 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 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | |
|-----|--|
| 5.7 | The single currency for price conversions is: Not applicable (Financial Proposals shall be in <u>Euro</u>) |
| 5.8 | 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. The weights given to the Technical and Financial Proposals are: $T = \underline{\mathbf{0.8}}$, and $P = \underline{\mathbf{0.2}}$ |
| 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: January 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.

²

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

(viii) Subsistence Allowances

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

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

| | | |
|--|-------------------------------|--|
| Assignment Name: | | Country: |
| Location within Country: | | Professional Staff Provided by Your Firm/Entity(profiles): |
| Name of Client: | | Nº of Staff: |
| Address: | | Nº of Staff-Months; Duration of Assignment: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (in Current US\$): |
| Name of Associated Consultants, If Any: | | Nº 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**

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

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

| 1. Technical/Managerial Staff | | |
|--------------------------------------|----------|------|
| Name | Position | Task |
| | | |
| | | |
| | | |
| | | |
| | | |

| 2. Support Staff | | |
|-------------------------|----------|------|
| Name | Position | Task |
| | | |
| | | |
| | | |
| | | |

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

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.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

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

Full name of staff member: _____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

| 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

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 |
|---|------|
| 1. Inception Report | |
| 2. Interim Progress Report (a) First Status Report (b) Second Status Report | |
| 3. Draft Report | |
| 4. Final Report | |

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 | | | | |
| 5. | Office rent/accommodation/ clerical assistance | | | | |
| | Grand Total | | | | _____ |

⁵ _____
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.

4F. MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

| No. | Description | Unit | Quantity | Unit Price | Total Amount |
|-----|---|------|----------|------------|--------------|
| 1. | Communication costs between _____ and _____ (telephone, telegram, telex) | | | | |
| 2. | Drafting, reproduction of reports | | | | |
| 3. | Equipment: vehicles, computers, etc. | | | | |
| 4. | Software | | | | |
| | Grand Total | | | | _____ |

Section 5. Terms of Reference

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

ROAD SECTOR PROGRAM SUPPORT PROJECT M3 Chisinau-Giurgiulesti Road

1. BACKGROUND

The State Road Administration (the “Employer”), on behalf of the Government of Moldova represented by the Ministry of Transport and Road Infrastructure, intends applying the proceeds of a loan from the European Bank for Reconstruction and Development (referred to as the “Bank”) towards the cost of implementation of the Rehabilitation of M3 Chisinau - Giurgiulesti Road in 2 contract packages.

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

The services include Supervision of Works for two contract packages:

- Contract RSPSP/W3/02: Rehabilitation of M3 Chisinau – Giurgiulesti road section, km 96+800 – km 122+800;
- Contract RSPSP/W3/03: Rehabilitation of M3 Chisinau – Giurgiulesti road section, km 122+800 – km 151+200.

The works to be carried out include the resurfacing and strengthening of existing roads in the south area of Moldova.

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

2. OBJECTIVES OF ASSIGNMENT

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

3. SCOPE OF SERVICE

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

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

The Consultant will seek prior approval of the Client for the following:

- (i) issue any Variation to the scope of work with or without financial implications on the Contract Price, except in an emergency situation as determined by the Engineer or if such a Variation would increase the Accepted Contract Amount by less than 0.5%;
- (ii) approving a proposal for Variation submitted by the Contractor;
- (iii) making variations in work quantities which bring the total cost in excess of 2 percent of the Contract Price at tender rates;
- (iv) approving the subletting of any part of the works, except subcontracts up to Euro 100,000;
- (v) approving any extension of the Time for Completion;
- (vi) agreeing an extension of time and/or additional cost.

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

3.1 SUPERVISION OF WORKS

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

- proactively, where the initiative lies with the Engineer in administering the Contract;
- reactively, in response to the Contractor's or the Employer's requests; and
- passively, in observing the requirements of the Contract

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

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

3.1.1 Engineer's Work Programme Report

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

- a) copy of the Contractor's detailed cash flow estimate, in monthly periods, of all payments to which the Contractor will be entitled under the Contract;
- b) copy of the Contractor's detailed time programme showing the order in which the Contractor intends to carry out the Works, including general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works and other information as may be deemed necessary and appropriate by the Engineer;
- c) a supporting report which shall include:
 - a list of critical path items and the related Contractor's estimate of delivery periods, accompanied with the Engineer's estimate of the latest delivery periods for each critical path item to warrant the completion in accordance with the Contract;
 - for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location and the expected dates of:
 - commencement of manufacture;
 - Contractor's and/or the Engineer's inspections and tests; and
 - shipment and arrival at the Site;
 - the materials and plant selected by the Engineer for inspections and tests including an appropriate specification of the tests to be carried out and the associated arrangements;
 - the names and particulars of the Contractor's representative and other superintendence personnel approved by the Engineer in accordance with the Contract;
 - the names of Subcontractors consented by the Engineer in accordance with the Contract and for each Subcontractor the cost and quantity of the subcontracted Works; this section shall include a brief justification for the Engineer's consent;
 - copies of all notices, consents, approvals, certificates or determinations given or issued by the Engineer within the reported period; and
 - other information as may be required by the Employer.

3.1.2 Monthly Progress Reports

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

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

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

3.1.3 Variations

The Engineer shall note that the Employer is under obligation to seek the Bank's concurrence before agreeing to or implementing any modification or waiver of the terms and conditions of the Contract or granting an extension of the stipulated time for performance. The Engineer shall note that the Accepted Contract Amount includes a 10% contingency intended to cover any variations and price adjustment.

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

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

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

- the quantity and the Engineer's estimate of the value of the varied Works, which can only be determined using the rates and prices agreed to be agreed upon between the Engineer and the Contractor:
 - the Engineer shall provide to the Employer an appropriate justification of the basis for the agreement

3.1.4 Claims from Contractor

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

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

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

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

3.1.5 Defects Liability Period

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

3.1.6 Final Completion of Works

Performance Certificate:

- (a) Immediately prior to the expiration of the Defects Liability Period for any section of the works for which a Certificate of Completion of the Works has been issued, the Consultant shall in the company of the Employer, and the Contractor inspect the said section and provide written affirmation that the works have been completed and maintained in accordance with the contract, and issue a Performance Certificate for the section.

Final Statement:

- (b) Upon receipt from the Contractor within 56 days of the issue of the Performance Certificate for the last section for which the defects liability period has expired, the
-

Consultant shall prepare in co-operation with the Contractor the Final Payment for the contract.

Final Report:

(c) Upon completion of the contract, the Consultant shall prepare a final report which shall highlight all major points of interest that arose during the contract. The report will also include the summary of the type, quality, quantities and sources of materials used on the project; contractor's plant and personnel; problems encountered and solutions employed; changes made by the Contractor in design and specifications and the reasons therefore; a breakdown of Contractor's performance in terms of respect of the Service Quality Criteria for maintenance services; a breakdown of the final cost of the contract item by item; a summary of contract changes and expenditure of provisional sums and contingency sums.

4. ENGINEER'S PERSONNEL (SUPERVISION OF WORKS)

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

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

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

4.1 Key Experts

The Key Staff listed below are envisaged for the assignment.

Key Staff

- 1 (one) Team Leader / Engineer (for both Contracts)
- 1 (one) Deputy Team Leader / Resident Engineer
- 2 (two) Materials Engineers (one for each Contracts)
- 2 (two) Quantity Surveyors (one for each Contract).

The time estimated for Key Personnel is at least 144 man-months.

Technical Support Staff

- 2 (two) Road Inspectors
- 1 (one) Bridge Inspector
- 2 (two) Surveyors
- 2 (two) Laboratory Assistants
- Short-term experts as agreed.

Curriculum Vitae of the Key Staff proposed shall be submitted with the Consultant's Technical Proposal, in sufficient detail to clearly demonstrate that the credentials described below have been met. Where the credentials for a candidate are met by another team member, this shall be stated. The Key Staff shall possess University Degrees in Highway or Civil

Engineering, or an equivalent technical qualification.

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

Providing that the basic minimum staff requirements are met, the Consultant is free to propose the supervision structure that he deems is optimized to meet the project requirements.

The Team Leader / Engineer and Deputy Team Leader / Resident Engineer shall be generally present during the working season, and either the Team Leader or Deputy Team Leader shall be available until the Works are complete.

The Consultant shall determine the number and the qualification of short-term experts required. As this requirement is unknown, the proposal is to allow a period of 10 man-months for short-term experts.

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

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

(a) Team Leader / Engineer (TL / E - 1 no.);

Credentials:

The candidate shall be a graduate civil engineer having at least fifteen (15) years of experience in supervising road construction works. Experience of supervision of road rehabilitation works is essential, and experience of asphalt pavement and cold in-place recycling construction is considered to be an asset. The TL / E will perform the duties of the Engineer under the FIDIC 2006 MDB Harmonised Conditions of Contract for both Works Contracts, and relevant experience is essential.

Broad international experience is required and experience in CIS countries (Commonwealth of Independent States) would be considered an asset. Experience of similar posts on at least three projects of similar size and complexity shall be demonstrated.

A good working knowledge of the English language is required.

Job description:

The Team Leader / Engineer shall:

- *carry out the duties of the Engineer, as described in the civil works contract documents;*
 - *manage the Consultant's team;*
 - *elaborate the programme of activities of his team;*
 - *take care of his team's logistics;*
 - *check that the services are carried out in accordance with the Terms of Reference;*
 - *verify and certify the interim and final statements of work;*
 - *produce the periodic reports;*
 - *produce the final reports;*
 - *produce any other reports as required by the Employer;*
-

- *inspect the works during the Defects Notification Period and issue the related reports;*
- *advise the Client on any issue likely to affect the financial resources, e.g., variation orders, or the scope of work;*
- *delegate duties as appropriate to other Key Personnel and Technical Support staff.*

(b) Deputy Team Leader / Resident Engineer (DTL / RE – 1 no.);

Credentials:

The candidate shall be a graduate engineer having at least ten (10) years of experience in road construction supervision. Experience of supervision of road rehabilitation works is essential, and experience of asphalt pavement and cold in-place recycling construction is considered to be an asset. Experience of the FIDIC Conditions of Contract in supervising Works Contracts is necessary.

International experience is required and experience in CIS countries would be considered an asset. Experience of similar posts on at least two similar projects of similar size and complexity shall be demonstrated.

A good working knowledge of the English language is required.

Job Description:

The Deputy Team Leader / Resident Engineer shall:

- *be delegated the responsibilities and duties for day-to-day supervision of an individual works contract;*
- *carry out the duties of delegated to him by the Engineer;*
- *supervise execution of works and check the finished works before taking-over;*
- *promptly inform both Team Leader / Engineer and Quantity Surveyor of potential Variation Orders and unexpected increases in costs;*
- *provide daily co-ordination of supporting staff assigned under his direct control, ensuring constant supervision and quality control of the works in progress;*
- *follow-up the works in order to advise the Team Leader / Engineer about any event which might create disturbance or disorders.*

(c) Materials Engineers (MEs – 2 no.)

Credentials:

The candidates shall be graduate engineers with at least ten (10) years experience in quality management of civil works and materials testing. Experience of roads, bridges, motorways contracts as a Materials Engineer is essential, including asphalt paving and cold in-place recycling works, where the candidates must demonstrate knowledge of both asphalt and cold recycling mix designs.

International experience including CIS countries is required, and experience of similar posts on at least two similar projects shall be demonstrated by making reference to relevant experiences in the curriculum vitae.

A good working knowledge of the English language is required.

Job Description:

The Materials Engineers shall:

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

(d) Quantity Surveyors (QSS – 2 no.)

Credentials:

The candidates shall be graduate engineers with at least ten (10) years of experience in similar positions in roads and/or motorways projects and works supervision. Good knowledge of the FIDIC Conditions of Contract should be demonstrated.

Experience of similar posts in at least two (2) projects of similar size and complexity is required.

A good working knowledge of the English language is required.

Job Description:

The Quantity Surveyors shall:

- *co-ordinate the activities for the daily measurements of the approved works;*
 - *keep weekly records of all quantities approved for payment;*
 - *prepare, in close co-ordination with the Team Leader and/or Deputy Team Leader all documentation regarding the Monthly Statements and the Interim Payment Certificates, and Supporting Documentation.;*
 - *particularly, the Quantity Engineer shall verify constantly, in co-ordination with the Team Leader and the Materials Engineer, that the payable quantities refer only to works which are Quality Assured through the Quality Control procedures;*
-

- *draw-up and up-date the necessary records and documents for the preparation of all Contract Administration activities, such as the Variation Orders, the analysis of claims and other similar issues;*
- *supervise the execution of works and check the finished works before taking-over;*
- *promptly inform both Team Leader and/or Deputy Team Leader of potential Variation Orders and unexpected increases in costs;*
- *provide daily co-ordination of supporting staff assigned under his direct control, ensuring constant supervision and quality control of the works in progress;*
- *follow-up the works in order to advise the Team Leader and/or Deputy Team Leader about any event which might create disturbance or disorders.*

(d) Short-term experts

Candidates shall be graduate engineers or other qualified professionals, having at least ten (10) years of experience in their area of expertise. They shall also have a university degree in their area of expertise.

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

The Consultant may propose an expert when he considers this necessary, or the Employer may request an expert. The Employer's agreement to a proposed expert, which will be based on a curriculum vitae supplied by the Consultant, shall be obtained prior to mobilization to Moldova.

Short-term experts may be required at any stage of the execution of the works, according to the needs which may arise.

Short-term experts shall produce a detailed report of their visit in Moldova, stating assigned tasks and the results of their findings.

5 DURATION

The assignment for the:

- Contract RSPSP/W3/02 is expected to start in January 2012. The time period shall be 33 months, comprising 21 months for the Construction Supervision activities and 12 months for the Defect Liability Period activities;
- Contract RSPSP/W3/03 is expected to start in January 2011. The time period shall be 33 months, comprising 21 months for the Construction Supervision activities and 12 months for the Defect Liability Period activities.

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

6 REPORTS

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

- (a) *Inception Report* showing Consultant's models for the monthly reports, Interim Payment Certificates, refine staff mobilisation schedule, time reporting systems, define the

responsibilities to be delegated, establish the communication procedures with the employer etc.

- (b) Work Programme report – refer to 3.1.1 above.
- (c) Monthly Progress Report - refer to 3.1.2 above.
- (c) Completion Report at the time of final completion of the works, when the final Taking Over Certificate is issued.
- (d) Final Report - refer to 3.1.6 above; and
- (e) Special Reports (if required) on any major issue, including modification of Working Drawings, raised by the contracts implementation, at the request of the Client.

7 SERVICES TO BE PROVIDED TO THE CONSULTANT

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

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

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

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

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

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

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

ANNEX A

Detailed Information on the 2 Works Contract Packages to be supervised

Tender Documents

Tender documents for the Works Contract RSPSP/W3/02 and RSPSP/W3/03 can be accessed free of charge on the official SRA web site under “Tenders”: www.asd.md.

Consultant’s Role

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

The Employer

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

Facilities for the Engineer

The facilities to be provided for the Engineer are stated in Chapter 004, Engineer’s Facilities, of the Technical Specifications in Volume 3 (The Works) of the Tender Documents for Contracts RSPSP/W3/02 and RSPSP/W3/03.

Description of the Works

The works under the Project comprise the resurfacing and strengthening of existing roads in the area of Moldova south of Chisinau. Safety and environmental protection requirements are included.

The Works include two separate contracts:

- Contract RSPSP/W3/02: Rehabilitation of M3 Chisinau – Giurgiulesti road section, km 96+800 – km 122+800;
- Contract RSPSP/W3/03: Rehabilitation of M3 Chisinau – Giurgiulesti road section, km 122+800 – km 151+200.

The works will consist of:

- Repairs and reconstruction of the existing road pavement including cold in-place recycling and the application of wearing course of asphalt concrete;
 - Re-establishment of adequate drainage
 - Road signs and markings
 - Specific road safety features will also be included where appropriate and cost-effective, such as supply and installation of guard rails and pedestrian safety measures in villages along the road.
-

It is also anticipated that the bulk of the works will comprise cold in-place recycling of the existing road pavement and asphaltic concrete overlays. Additional preparatory works may be required in some areas where full width full-depth reconstruction is deemed necessary. Other sections may require partial full-depth reconstruction along the edges of the existing pavement where edge failures have occurred.

In addition to the recycling, overlay and pavement reconstruction works there will be a limited amount of minor reparation works to shoulders, side drainage and to structures including bridges. New road markings and signs are to be installed, and guard-rails are required in some locations.

The two contracts are on the M3 road south of Chisinau between Comrat and Ciumai.

ANNEX B

Detailed Description of the Services to be provided by the Consultant

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

1. pre-construction activities
2. administration of the civil work contract
3. approval of contractor's materials, construction techniques and programmes of works;
4. direct supervision of the works and monitoring of progress;
5. technical assistance during works execution;
6. Preparation of mandatory reporting.

(1). Pre-construction activities

- (a) advise the Employer in approving contractor's insurance policies and guarantees;
- (b) approve, when satisfactory, the contractor's Quality Assurance Plan;
- (c) before the start of the works and during the works, facilitate any communication and attend any meeting between contractors and the owners of facilities (water, telephone, electricity, gas) sharing the road right-of-way; in particular, give advice on proposed modifications by the owners of facilities;
- (d) ensure that environment protection provisions set out in the contract documents are respected;
- (e) ensure that traffic operational safety is met before commencing the works and issue any work plan or drawing in that respect;
- (f) check correctness of co-ordinates and levels of all survey reference markers provided by the Project Designer and require the contractor to make an independent check;
- (g) Approve the sources of materials proposed to be used by the Contractor.

(2). Administration of the civil works contract

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

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

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

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

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

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

- (a) approval of contractor's site installation;
 - (b) approval of equipment temporarily imported by contractor;
 - (c) approval of proposed sub-contractors with the prior agreement of the Employer;
 - (d) approval of contractor's proposal for traffic management and safety at work sites for his equipment;
 - (e) approval of contractor's proposal for traffic operational safety for road users;
 - (f) approval of work programme based on proposed resources, and updated programmes as the case may be;
 - (g) approval of the procedures to ensure compliance with the environmental management plan;
 - (h) approval of the health and safety procedures;
 - (i) approval of quantities and calculations established by contractor;
 - (j) approval of corrections/modifications of geometric survey, if required;
 - (k) approval of earthmoving scheme for earthworks;
 - (l) approval of procedures for construction of drainage works;
 - (m) approval of proposed sources of materials;
 - (n) approval of construction techniques for structures;
-

- (o) approval of setting-out of the works;
- (p) approval of establishment of contract management documents;
- (q) comparison of work output actually carried out with that presented in the tender and discuss with the contractor remedy to possible slippage;
- (r) any other activity related to the approval and review of methods of work and methods of management.

(4). Supervising the works

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

- a) inspect the works to check whether performance complies with specifications and drawings;
 - b) witness and approve regular tests of materials and of completed works, and order additional tests if required;
 - c) order the removal of improper or substandard work;
 - d) control materials incorporated into the works;
 - e) examine and attend the measurement of any work that is about to be covered or put out of view before permanent work is placed thereon;
 - f) record work site daily events and quantities to pay (subject to geometric and quality tests);
 - g) attend to the work inspections carried out by the State Authorities in accordance with the Moldovan Law;
 - h) organise provisional and temporary taking-over of works and submit all supervision documents to the taking-over committee according to the Applicable Law;
 - i) calculate liquidated damages, if necessary;
 - j) inspect the works during the defects notification period;
 - k) review and approve the Quality Assurance Plan submitted by the Contractor and check that are implemented in accordance with the specifications; in particular, the Consultant shall verify that all lab tests described in terms of type and frequency are carried out by the contractor's laboratory. The Consultant shall himself check the quality of such tests by conducting separate testing to verify the Contractor's findings;
 - l) the Consultant shall promptly analyse the claims submitted by the Contractor, conduct consultations and evaluate them in accordance with the contract
-

- m) the Consultant shall immediately report to the Employer any event or dispute which requires the intervention of the Employer and will assist the Employer in resolving any site dispute.
- n) supervise the Contractor in all matters concerning safety and care of works;
- o) issuing of Taking-Over Certificates for partial or substantial completion;
- p) prepare final statement of accounts;
- q) recommend returns of guarantees and retention;
- r) supervise, verify and correct, if necessary, the Contractor's "as-built" drawings.

(5). Technical assistance during works execution

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

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

(6). Reporting

Reporting requirements are described in the Terms of Reference above.

3.4. Short-term expertise

The number and type of specialists to be mobilised will be agreed between the Employer and the Consultant as the need arises. For estimating purposes, a number of individual expert visits and a global number of man-months are to be shown in the proposal and the Consultant should also enter a man-month rate and appropriate short time per diem and round trip air ticket cost.

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

- geology;
 - environmental expertise;
 - specific equipment expertise;
 - hydrology;
 - hydraulics;
 - claim expertise;
-

- legal adviser;
 - financial experts;
 - traffic safety.
-

Section 6. Standard Forms of Contract

The attached Form of Contract shall be used.

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

between

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 loan from European Bank for Reconstruction and Development (EBRD) towards the cost of the Services and intends to apply a portion of the proceeds of this loan 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, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan or have any claim to the loan 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 in Charge

In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.10 Taxes and Duties

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

1.11 Fraud and Corruption

If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive 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"⁶ 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"⁷ 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;

⁶ "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.

⁷ 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.

- (iii) “collusive practice”⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁹ 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.

⁸ “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁹ A “party” refers to a participant in the selection process or contract execution.

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 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 the Consultants

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** 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** 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** 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

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 of Payment

- (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: _____ Attention: _____ Cable address: _____ Telex: _____ 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 |

2

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

| | |
|------------|---|
| | <p>of:</p> <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 the sub-paragraph (b) above have been cleared by customs in the Consultant's name or supporting documents issued by the equipment vendor in the name of the Consultant for the equipment referred to in the sub-paragraph (c) above.</p> |
| 2.1 | <p>The effectiveness conditions are the following:</p> <p>i. no objection to this contract by the Bank;</p> <p>ii. receipt by the Client of no objection from the Bank with regard to award of the Works Contracts.</p> |

| | |
|-----------------|--|
| | |
| 2.2 | The time period shall be three months or such other time period as the parties may agree in writing. |
| 2.3 | The time period shall be 15 days or such other time period as the parties may agree in writing. |
| 2.4 | The time period shall be thirty one 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 under a civil works contract designating the Consultants as “Engineer,” for which action, pursuant to such civil works contract, 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</p> |

| | |
|-------------------|---|
| | <p>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 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> $R_l = R_{lo} \times \frac{I_l}{I_{lo}}$ <p>where R_l is the adjusted remuneration, R_{lo} is the remuneration payable on the basis of the rates set forth in Appendix 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_{lo} 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) [name of foreign currency]</p> <p>(ii) [name of foreign currency]</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% of the contract amount 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: LIBOR+1%. |
| 6.4(e) | The accounts are for foreign currency: [insert account] |

| | |
|------------|--|
| 8.2 | <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"><li data-bbox="443 315 1414 1783">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"><li data-bbox="515 465 1414 1081">(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.<li data-bbox="515 1122 1414 1485">(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> .<li data-bbox="515 1525 1414 1783">(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.<li data-bbox="443 1823 1414 1962">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.<li data-bbox="443 2002 1414 2069">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 |
|------------|--|

| | |
|--|---|
| | <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. |
|--|---|

Model Form I
See Clause SC 6.2(b)(i)

Consulting Firm:
Assignment:

Country:
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 <i>(a)</i> | Social Charges ¹ <i>(b)</i> | Overhead ¹ <i>(c)</i> | Away from Headquarters Allowance <i>(f)</i> |
|------|----------|---|--|-------------------------------------|--|
| 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 Working Month/Day/Year <i>(a)</i> | Social Charges ¹ <i>(b)</i> | Overhead ¹ <i>(c)</i> | Subtotal <i>(d)</i> | Fee ² <i>(e)</i> | Away from Headquarters Allowance <i>(f)</i> | Agreed Fixed Rate per Working Month/Day/Hour <i>(g)</i> | Agreed Fixed Rate ¹ <i>(h)</i> |
|--|----------|---|---|-------------------------------------|------------------------|--------------------------------|--|--|--|
| etc. | | | | | | | | | |
| ¹ Expressed as a percentage of <i>(a)</i> . ² Expressed as a percentage of <i>(d)</i> . | | | | | | | | | |

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.

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

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

- (1) Inception Report to be submitted within one month of the Effective Date showing Consultant's models for the monthly reports, Interim Payment Certificates, refine staff mobilisation schedule, time reporting systems, define the responsibilities to be delegated, establish the communication procedures with the employer etc.
- (2) Work Programme report within 28 days of issuance of the Engineer's consent to the Contractor's Work Programme, the Engineer shall submit a report to the Employer (Engineer's Work Programme Report), which shall include:
 - a) copy of the Contractor's detailed cash flow estimate, in monthly periods, of all payments to which the Contractor will be entitled under the Contract;
 - b) copy of the Contractor's detailed time programme showing the order in which the Contractor intends to carry out the Works, including general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works and other information as may be deemed necessary and appropriate by the Engineer;
 - c) a supporting report which shall include:
 - a list of critical path items and the related Contractor's estimate of delivery periods, accompanied with the Engineer's estimate of the latest delivery periods for each critical path item to warrant the completion in accordance with the Contract;
 - for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location and the expected dates of:
 - commencement of manufacture;

- Contractor's and/or the Engineer's inspections and tests; and
- shipment and arrival at the Site;
- the materials and plant selected by the Engineer for inspections and tests including an appropriate specification of the tests to be carried out and the associated arrangements;
- the names and particulars of the Contractor's representative and other superintendence personnel approved by the Engineer in accordance with the Contract;
- the names of Subcontractors consented by the Engineer in accordance with the Contract and for each Subcontractor the cost and quantity of the subcontracted Works; this section shall include a brief justification for the Engineer's consent;
- copies of all notices, consents, approvals, certificates or determinations given or issued by the Engineer within the reported period; and
- other information as may be required by the Employer.

(3) Monthly Progress Report The Engineer shall prepare and submit to the Employer monthly progress reports. The first report shall cover the period up to the end of the first calendar month following the Engineer's Work Programme Report. Each monthly progress report shall include:

- (a) a brief summary information about any events or circumstances which, in the Engineer's opinion, may create sufficient grounds for any time and/or cost overrun under the Contract and the Engineer's recommendation of the measures being (or to be) adopted to overcome such events or circumstances and the contractual basis therefore;
- (b) comparison in the form of a chart showing the Contractor's original cumulative cash flow estimate, in monthly periods, of all payments to which the Contractor will be entitled under the Contract and the actual payments certified by the Engineer up to the end of the reporting period. In the event of the cumulative amount of the actual monthly payment certificates being lower than the Contractor's estimate, the Engineer shall accompany the chart with a supporting report and provide:
 - details of any events or circumstances that have caused the discrepancy;
 - an assessment of the significance of such events or circumstances, including the Engineer's opinion, on whether these may jeopardise the completion in accordance with the Contract;
 - a report on the measures being (or to be) adopted to overcome delays in respect of each event or circumstances and the contractual basis therefore
- (c) comparison of the actual percentage completion of delivery compared with the planned for each critical path item identified in the Engineer's Work Programme Report; where any delivery is behind the programme, the Engineer shall give comments on the likely consequences and state the remedial action being (or to be) taken;

- (d) comparison of the actual percentage completion of delivery compared with the planned for each main item of Plant and Materials, if not included in the list of critical path items;
 - (e) information about the use of provisional sums and an appropriate justification therefore;
 - (f) photographs showing the status of manufacture and of progress on the Site;
 - (g) copies of quality assurance documents, test results and certificates of materials;
 - (h) safety statistics., including details of any hazardous incidents and activities relating to environmental aspects and public relations;
 - (i) copies of all notices, consents, approvals, certificates or determinations given or issued by the Engineer within the reported period; and
 - (j) other information, as may be required by the Employer.
- (4) Completion Report at the time of final completion of the works, when the final Taking Over Certificate is issued.
- (5) Final Report within the last two months of the assignment, upon completion of the contract, the Consultant shall prepare a final report which shall highlight all major points of interest that arose during the contract. The report will also include the summary of the type, quality, quantities and sources of materials used on the project; contractor's plant and personnel; problems encountered and solutions employed; changes made by the Contractor in design and specifications and the reasons therefore; a breakdown of Contractor's performance in terms of respect of the Service Quality Criteria for maintenance services; a breakdown of the final cost of the contract item by item; a summary of contract changes and expenditure of provisional sums and contingency sums.
- (6) Special Reports on any major issue, including modification of Working Drawings, raised by the contracts implementation, at the request of the Client.

Appendix C—Key Personnel and 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.*
- Reference is made to the ToR and the facilities described in the Works Contract Bidding Documents.
- 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).

Appendix J—Sample of Payment Invoice

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

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

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

Subject Heading: Construction Supervision Contract No. RSPSP # xx

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

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

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

Please forward payment direct to:

| | | |
|--------------|---------------|------------|
| Account Name | Sort Code: | XX-XX-XX |
| Bank Name | Account No: | XXXXXXXXXX |
| Bank Address | SWIFT Address | XXXXXXX |
| | IBAN | XXXXXXXX |

Signed and stamped for: [name of Consulting Firm] < name, signature of person>
 <title of authorized person>

For any further information please contact:

Direct Line: +00xx (0)0000 000 000

email: xxx@xxxx.com