

LTD “Georgian Amelioration”



CONTEST

- **Services Procurement for Detailed Engineering Design and BoQ for Zemo Samgori Irrigation System**

Financing sources:

- 50% Georgia State Budget
- 50% ORIO Grant from Netherlands Enterprise Agency RVO

2015 Year

Contest Notice

1. LTD “Georgian Amelioration” announces Contest and invites all interested parties to participate for Services Procurement for Detailed Engineering Design and BoQ for Zemo Samgori Irrigation System.
2. The aim of the contest is to identify the best proposal for the Rehabilitation of Zemo Samgori Irrigation System and to sign the contract with the winner company for Detailed Engineering Design and BoQ **as per ToR attached as Annex # 1.**
3. Detailed Engineering Design and BoQ must contain the following deliverables:
 1. Site Investigation (DELIVERABLE 1);
 2. Environmental and Social Impact Assessment and Environmental and Social Management Plan (DELIVERABLE 2);
 3. Financial Plan and Economic Study. (DELIVERABLE 3)
 4. Detailed design (DELIVERABLE 4]

Task 1: Site Investigation (DELIVERABLE 1)

The site investigation study will result in a situational report elaborating on the include geological, topographical, hydrological and technical aspects related to the condition of the different types of canals and hydraulic structures of the Zemo Samgori irrigation and drainage system, incorporating not only the technical data but also farmers’ perception of the system’s components and views on the best principles for irrigation water management. Using the data already available at UASCG as a starting point, the study will provide the updated analysis of the system and recommendations for the design of the rehabilitation works, including a study to find out whether, at which level and how proportional water division is feasible and how the water organization can best be organized.

Task 2: Environmental and Social Impact Assessment and Environmental and Social Management Plan (DELIVERABLE 2)

The Environmental and Social Impact Assessment (ESIA) study will be carried out, follow the IFC performance standards, to assess any possible adverse environmental and/or social impact of the proposed project and recommend mitigation measures, where required. The mitigation measures, elaborated in the Environmental and Social Management Plan (ESMP), will be included in the Implementation Plan and embedded in the regular UASCG operations. The study will entail the risk assessment of land grabbing and other negative effects on the area and particularly on small farmers, elderly farmers and female-headed households and the mitigation measures to counteract the risks.

Task 3: Financial Plan and Economic Study (DELIVERABLE 3)

The financial model will provide the updated financial, commercial and economic calculations of the costs and revenues of the Zemo Samgori irrigation and drainage system. This will include cash flow projections and calculations to come to a conclusion on the financial feasibility, commercial viability and economic sustainability in the long run based on different scenarios and pricing methods. In parallel, a tariff study will be conducted, which will also assess the willingness and affordability of end-users to pay.

Task 4: Detailed rehabilitation engineering design (DELIVERABLE 4)

Detailed engineering design should cover repair-rehabilitation and reconstruction of existing irrigation system, and when required and justified also include demolishing of structure and their re-design to accommodate the needs of farmers. The works include cleaning and lining of canals, structures such as intakes, cross-regulators, hydro-posts, outlets, crossings and culverts, and other related structures including also for instance their sealing rubbers.

Note: Detailed Engineering Design and BoQ documentation should comply with requirements as are described in the ToR attached as Annex # 1.

4. The budget is – **1 531 500 EURO** (including all applicable taxes) will be excluded.
5. Interested party to participate in the Contest should pay 50 (Fifty) GEL, to be paid for State Procurement Agency (for the account details visit: www.procurement.gov.ge)
6. The receipt of payment should be submitted but not in the envelop and it should incorporate the following information:
 - The unique number of the payment receipt with the date of the payment.
 - Contest pretenders full name and VAT #.
 - Unique code of the Contest.
7. The proposal, which does not contain receipt of the payment of the fee will not be considered. In addition, the violation of the clauses 4th and 5th of the receipt payment of the fee, the offer will be subject to disqualification.
8. Submitted proposals are valid prior signing the contract with the winner bid.
9. The proposals and all the attached documents should be sealed in two-envelopes: 1st envelope - the technical qualifications as described in the ToR on G and G.1 subparagraph.; 2nd envelope: financial bid as per ToR on G.2. Subparagraph.

9.1 Bids must be signed by an authorized person in the Georgian language and / or stamped. Documents and / or information presented in a foreign language shall be accompanied by notarized Georgian translation, which have be given priority.

10. Bids should be submitted within 60 (sixty) calendar days from 11 am - 18 pm after publishing the Contest Notice, at the following address: Tbilisi, Marshall Avenue, N6, 2nd Floor procurement service. Late submission of bids will not be accepted.

11. The payment will be done in GEL on established exchange rate by National Bank of Georgia by the Georgian Amelioration and the payments from the grantor will be done in EUROS on established exchange rate by National Bank of Georgia, both payments within 30 days after signing the settlement documents as per ToR subparagraph I. "payment schedule" respectively.

12. The bidder may submit only one bid. Alternative proposals will not be considered.

13. Contest commission will disqualify the bidder if:

13.1. The submitted proposal are not submitted in accordance with the legislation and the contest notice, or do not comply with the requirements of the contest conditions;

13.2. The bidder will present the clarification to the company in 5 working days if not the bid will be disqualified.

13.3. The bidder refuses to sign the contract.

13.4. The bidder will commit a dishonest act in order to win the contest.

13.5. In case the proposed bid exceed the budgeted amount.

14. The bid evaluation and winner identification will be carried by two-envelope method, evaluating technical and financial proposals (see. ToR Subparagraph G).

14.1. The technical proposal will be valued first and the companies that do not accomplish the minimum standard; the financial proposal will not be opened, but returned. After the evaluation of the technical standards the financial bids will be opened. The contract will be awarded to the best scoring proposal.

15. The winner will have to provide a Detailed Engineering Design and BoQ within 15 (fifteen) calendar months after signing the contract.

16. The Contest Commission has the right to terminate the contest procedure at any time before signing the contract, if it is deemed necessary to the independent unforeseeable and objective circumstances, as well as the State and / or the public interest. The procuring entity is not required to refund the costs related to the contestants.

17. Bank Guarantee of the Contract Provision

17.1. In the procurement will be used the performance bond issued by a bank guarantee of 5% of the contract price, and those companies who are in the white list can provide the bank guarantee of 2.5% of the contract price. (<http://www.procurement.gov.ge/WhiteList.aspx>)

17.2. Conditions of the Bank Guarantee of the Contract Provision:

17.2.1. Contract Provision bank guarantee must be valid for at least 30 calendar days beyond the contract term.

17.2.2. Contract Provision bank guarantee must be submitted no later than the time of signing the contract.

18. The bidder must submit the following documentation:

1. The receipt of the payment.
2. Envelope I should contain:
 1. All documents complying the minimal entry criterias, as are:
 - a. Format for proven experience
 - b. Format for turnover and solvency
 - i. The bidder and the possible consortium should have at least an average of 3 million EURO turnover (in the last 3 years, which should be proved by an audit).
 - ii. The bidder and the possible consortium should prove the solvency at least the solvency ratio should be 20%. $\text{Solvency Ratio} = (\text{Annual net profit} + \text{Depreciation}) / \text{Liabilities}$ (in the last 3 years which should be proved by an audit).
 - c. CSR Compliance for.
 2. Technical Qualification Requirement
 - a. A work plan and description of the approach and methodology for the scope of work, staff deployment table and description of the proposed team composition to adequately cover all deliverables, (which will not exceed more than 5 pages A4 and counts for 30% of the technical proposal evaluation score)
 - b. A convincing story how best irrigation rehabilitation and management practice are incorporated in the design (which will not exceed more than 5 pages A4 and counts for 20% of the technical proposal evaluation score)

- c. A description of the applicable quality assurance systems (which will not exceed more than 2 pages A4 and counts for 10% of the technical proposal evaluation score)
- d. CVs of key staff (which will not exceed more than 2 pages A4 for each CV and counts for 40% of the technical proposal evaluation score). The CVs should meet the following minimum requirements:

- 3. Envelope 2: The financial bids should include a detailed breakdown of time allocations and daily fees and of the operational costs associated with the underlying assignment.

Note: Envelope I and II forms and tables are included in the Annex # 2- and Annex # 3.

19. For additional information please contact ORIO Grant Project Manager Mr. George Kalandadze, email: gkalandadze@hotmail.com; Tbilisi, Marshal Gelovani Alley km 6, 2nd floor.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name "Rehabilitation of Zemo Samgori Irrigation System",
Georgia

Reference No. ORIO13/GE/01

Contract No. ORIO13/GE/01-DP/02

between

Georgian Amelioration LTD

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, Georgian Amelioration LTD(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 Consortium (name of the consortium) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has signed a grant agreement to receive a grant from the ORIO: toward 50% of the cost of the Services and intends to apply a portion of the proceeds of this grant to eligible payments under this Contract, it being understood that (i) payments by the ORIO will be made only at the request of the Client and upon approval by the ORIO; (ii) such payments will be subject, in all respects, to the terms and conditions of the grant agreement, including prohibitions of withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of ORIO, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations]; and (iii) no party other than the Client shall derive any rights from the grant agreement or have any claim to the grant proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “ORIO Policy – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;

(c) Appendices:

- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Breakdown of Contract Price
- Appendix D: Form of Advance Payments Guarantee
- Appendix E: Bank Guarantee of the Contract Provision
- Appendix F: Compliance Forms

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

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

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

For and on behalf of Georgian Amelioration LTD

Levan Dvali, General Director

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

[Authorized Representative of the Consultant – name and signature]

[Note: For a consortium, only the lead member signs, with attached powers of attorney to sign on behalf of each of the members].

II. General Conditions of Contract

A. GENERAL PROVISIONS

- **Definitions**

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

- (a) “Applicable Guidelines” means Guidelines by ORIO.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) “ORIO” means the Netherlands Grant Facility for Development-relevant Public Infrastructure Development.
- (d) “Beneficiary” means the Government, Government agency or other entity that signs the financing [or loan/grant/project] agreement with the ORIO.
- (e) “Client” means agency that signs the Contract for the Services with the Selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Day” means a working day unless indicated otherwise.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or consortium member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (l) “GCC” means these General Conditions of Contract.
- (m) “Government” means the government of the Client’s country.
- (n) “Consortium” means an association with or without a legal personality distinct from that of its members, of more than one entity where one

member has the authority to conduct all businesses for and on behalf of any and all the members of the consortium, and where the members of the consortium are jointly and severally liable to the Client for the performance of the Contract. Contractually the lead company is the contract holder and the consortium members are sub-contractors that are full liable to the lead contractor.

- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “Local Currency” means the currency of the Client’s country.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

- **Relationship between the Parties**

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

- **Law Governing Contract**

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

- **Language**

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

- **Headings**

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

- **Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- **Location**

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- **Authority of Member in Charge**

8.1. In case the Consultant is a Consortium, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- **Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- **Corrupt and Fraudulent Practices**

10.1. ORIO requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.

 - a. **Commissions and Fees**

10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by ORIO.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- **Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- **Termination of Contract for**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a

- Failure to Become Effective** declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- **Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
 - **Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
 - **Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
 - **Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
16.2. In cases of substantial modifications or variations, the prior written consent of the ORIO is required.
 - **Force Majeure**
 - a. **Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
 - b. **No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

- c. Measures to be Taken**
- 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.
- **Suspension**
- 18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
- **Termination**
- 19.1. This Contract may be terminated by either Party as per provisions set up below:
- a. By the Client**
- 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and

at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.

- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. Cessation of Rights and Obligations**
- 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services**
- 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination**
- 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

- **General**

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

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

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

**b. Law
Applicable to
Services**

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

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

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

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

• Conflict of Interests

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the ORIO's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
- c. Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- **Confidentiality**
- 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- **Liability of the Consultant**
- 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- **Insurance to be Taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- **Accounting, Inspection and Auditing**
- 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, ORIO and/or persons appointed by ORIO to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by ORIO if requested by ORIO. The Consultant's attention is drawn to Clause GCC 10 which

provides, inter alia, that acts intended to materially impede the exercise of ORIO's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under ORIO's prevailing sanctions procedures.)

- **Reporting Obligations**

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

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

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

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- **Description of Key Experts**

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

- **Replacement of Key Experts**

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

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

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

- **Assistance and Exemptions**

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

 - (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
 - (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - (d) Provide to the Consultant any such other assistance as may be specified in the SCC.

- **Access to Project Site** 33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
- **Change in the Applicable Law Related to Taxes and Duties** 34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1
- **Services, Facilities and Property of the Client** 35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- **Counterpart Personnel** 36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- **Payment Obligation** 37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

- **Contract Price** 38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

- **Taxes and Duties**

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- **Currency of Payment**

40.1 Any payment under this Contract shall be made in the currencies of the Contract.
- **Mode of Billing and Payment**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in currencies specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 *The Final Payment.* The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

- **Interest on Delayed Payments**

42.1 If the Client had delayed payments beyond thirteen (30) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH

- **Good Faith**

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

H. SETTLEMENT OF DISPUTES

- **Amicable Settlement**

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party.

- **Dispute Resolution**

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

I. ELIGIBILITY

- **Eligibility**

46.1 Compliance with ORIO's eligibility policy is required throughout the Contract's execution. This entails that

- During the execution of the contract, the bidders as well as its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees will observe the IFC Performance Standards 2012 and the conventions of the International Labour Organization.
- Neither the bidder nor its sub-contractors, service providers and/or its suppliers uses forced and/or child labour, as defined in the ILO

Conventions 29, 105, 138 and 182.

- Neither the bidders nor any of its personnel, agents, sub-consultants, sub-contractors, service providers and/or its suppliers have been engaged, directly or indirectly, in bribery or any other illegal, corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question
- During the execution of the contract, the bidders as well as its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees will observe the OECD Guidelines for Multinational Enterprises (2011 edition)

Bidders will have to guarantee full compliance to all these standards through declaration that is submitted with their bid.

II. General Conditions

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

ORIO's anticorruption policy requires that borrowers (including beneficiaries of ORIO-financed activity), as well as consultants under ORIO-financed contracts, observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this policy, in the context of these Guidelines, ORIO

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) A "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) A "fraudulent practice" is any action 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) A "coercive practice" 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;
 - (iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) Abuse, this is theft, waste, or improper use of assets related to ORIO-related activity, either committed intentionally or through reckless disregard;
 - (vi) Conflict of interest, which is any situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
 - (vii) "obstructive practice" is a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an ORIO investigation; b) making false statements to investigators in order to materially impede an ORIO investigation; c) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or d) materially impeding ORIO's contractual rights of audit or access to information.
 - (viii) These terms collectively are called "integrity violations."

- (b) will reject a proposal for an award if it determines that the consultant recommended for the award has directly, or through an agent, engaged in integrity violations in competing for the contract in question;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower of ORIO financing engaged in integrity violations during the consultant selection process or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ORIO to remedy the situation; and
- (d) will sanction a firm or individual, at any time, in accordance with ORIO's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, such consulting firm, individual or successor from participation in ORIO-financed or ORIO-administered activities or to benefit from an ORIO-financed or ORIO-administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in integrity violations or other prohibited practices.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	<p>The Contract shall be construed in accordance with the law of:</p> <p>Georgia</p>
4.1	<p>The language is:</p> <p>Both Georgian and English. All documents will have to be produced in both Georgian and English. In case of any deviations, the Georgian text is binding.</p>
6.1 and 6.2	<p>The addresses are:</p> <p>Client : Georgian Amelioration LTD Marshal Gelovani Ave 6, Postal Code 0159 Tbilisi, Republic of Georgia</p> <p>Attention : Levan Dvali</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail: _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Consortium consisting of more than one entity, the name of the consortium member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the consortium is _____ _____ [insert name of the member]</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Levan Dvali, General Director</p> <p>For the Consultant: [name, title] _____</p>
11.1	<p>The effectiveness conditions are the following:</p> <ul style="list-style-type: none"> • The advance payment is subject to a bank guarantee for the same amount, that is fully compliant with the corresponding Georgian legal requirements;

	<ul style="list-style-type: none"> The execution of and payments for the deliverables 3 and 4 are subject to the go / no-go decision of ORIO after receipt of deliverables 1 and 2.
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be Three months</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be Ten days</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be Fifteen months</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
23.1	No additional provisions.
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of 1.6 million Euro;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, in accordance with the applicable law in the Client's country;</p> <p>(c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law in the Client's country;</p> <p>(d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate.</p>
27.1	Not applicable
27.2	Not applicable

32.1 (a) through (e)	Not applicable
32.1(f)	Not applicable
38.1	<p>The Contract price is: _____ [insert amount and currency for each currency as applicable] inclusive of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client for the Consultant.</p>
39.1 and 39.2	<p>The Client warrants that the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (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; (d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: <ul style="list-style-type: none"> i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.
41.2	The payment schedule:

	Payment of installments shall follow and payment schedule for the deliverables and the conditions specified in the Terms of Reference in Appendix A
41.2.1	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of <i>[insert amount]</i>] in local or foreign currency shall be made within 30 days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against the other payments in the payment schedule.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>
41.2.4	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
42.1	The interest rate is: <i>[insert rate]</i> .
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, 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, the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint</p>

	<p>one (1) 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 (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Secretary General of the Permanent Court of Arbitration, The Hague.</p> <p>(c) If, in a dispute subject to paragraph (b) above, 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 Secretary General of the Permanent Court of Arbitration, The Hague to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above 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:</i> If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government’s country. For the purposes of this Clause, “home country” means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>Note:</i> If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or</p> <p>(b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p>

	<ul style="list-style-type: none"><li data-bbox="592 241 1443 304">(a) proceedings shall, unless otherwise agreed by the Parties, be held in the Netherlands;<li data-bbox="592 346 1443 409">(b) the English language shall be the official language for all purposes; and<li data-bbox="592 451 1443 598">(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[**Note:** This Appendix includes the final Terms of Reference (TORs) worked out by the Client and approved by ORIO]

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APPENDIX B - KEY EXPERTS

[Insert the staff deployment table and signed key experts' CVs from the Consultant's Technical Proposal]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table from the financial bid with the unit rates to arrive at the breakdown of the lump-sum price].

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[*Note:* See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

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

Beneficiary: _____ [*name and address of Client*]

Date: _____ [*insert date*]

ADVANCE PAYMENT GUARANTEE No.: _____ [*insert number*]

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

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

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [*amount in figures*] (_____) [*amount in words*]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay.

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of _____ [month], _____ [year],² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

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

APPENDIX E - BANK GUARANTEE OF THE CONTRACT PROVISION

- 1.1. The Supplier undertakes obligation to submit to the Purchaser bank guarantee of the contract provision in the amount of 5% of the contract price by the moment of signing the contract. The guarantee period must exceed the validity period of the contract with at least 30 calendar days. The guarantee of the contract provision will be returned to the Supplier promptly after full delivery of the goods under the contract and signing of an acceptance report.
- 1.2. In case of violation of contractual obligations undertaken by the Supplier (refuse to fulfill obligations, poor quality, poor performance, etc.), the Purchaser is allowed to use the bank guarantee at any stage of the contract.
- 1.3. In case if the Supplier fails to deliver the goods within the term under the Contract, the Supplier is obliged to prolong the bank guarantee of the contract provision with relevant days, as is stipulated in paragraph 8.1.

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

APPENDIX F – COMPLIANCE FORMS

[Insert the signed compliance forms in which the bidder declares that

- During the execution of the contract, the bidder as well as its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees will observe the IFC Performance Standards 2012 and the conventions of the International Labour Organization.
- Neither the bidder nor its sub-contractors, service providers and/or its suppliers uses forced and/or child labour, as defined in the ILO Conventions 29, 105, 138 and 182.
- Neither the bidders nor any of its personnel, agents, sub-consultants, sub-contractors, service providers and/or its suppliers have been engaged, directly or indirectly, in bribery or any other illegal, corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question
- During the execution of the contract, the bidders as well as its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees will observe the OECD Guidelines for Multinational Enterprises (2011 edition)]

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Annex # 1 – Terms of Reference

Terms of Reference

Detailed Engineering Design's Terms of References and Description of the Services to provide for the

“Rehabilitation of Zemo Samgori Irrigation System”, Georgia

(ref. ORIO13/GE/01)

A. Introduction

The Ministry of Agriculture (MoA) in Tbilisi, Georgia has applied for a grant from the Dutch ORIO programme administered by Netherlands Enterprise Agency RVO, on behalf of the Ministry of Foreign Affairs, concerning a project entitled “Rehabilitation of Zemo Samgori Irrigation System” (ref. ORIO13/GE/01). The project entails the rehabilitation of Georgia’s largest irrigation and drainage system with a total gravity irrigation network of more than 30,000 ha. The Zemo Samgori irrigation system is managed by the state company Georgian Amelioration LTD (“GA”).

The Minister for Development Cooperation and International Trade has awarded applicant MoA a grant for executing the first phase, the so-called Development Phase for the project. The Development Phase is a study phase which leads to a Project Plan describing the investment and exploitation (“Implementation and O&M”) phases. Upon completion of the Development Phase ORIO will assess the Project Plan for the subsequent Implementation and O&M Phases, and will decide on awarding a grant for these phases.

The overall objective of the Development Phase is to complete all preparatory works required for the actual implementation of the project. This will entail verification of the assumptions made during the project preparation, updating the relevant information and obtaining detailed surveys and analysis of the technical, social, environmental and institutional aspects. The results of the Development phase activities will be elaborated in the final and comprehensive Project Implementation Plan.

MoA is seeking a Technical Consultant, which, will act as main contractor under direct responsibility of “GA” “GA” to provide input for selected tasks required in the Development Phase.

B. Background

Given the fact that 55% of the Georgian population is engaged in agricultural activities, contributing only 9% to the GDP of the country, it is evident that agricultural development is essential for the improvement of the household income and living standard in Georgian rural areas. The advancement of the agricultural sector depends to a large degree on the timely and adequate availability of water. Obviously, it also requires agro-input supply, investments in post-harvest handling, agro-processing and/or export and functional value chains. These other aspects are covered under a variety of programmes and policies of the Ministry of Agriculture, and are partially supported by the EU. The Government of Georgia has very attractive incentives to attract investors with very accessible and soft credits. The irrigation water supply is however, still lagging behind as many of the existing systems have degraded and are no longer fully functional. This has caused many smallholder farmers into rain-fed subsistence farming and livestock rearing and has restricted the development of high-value chains.

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The Zemo Samgori irrigation system is designed to provide irrigation services to an area of 30,285 ha stretching out to the North-East direction of Tbilisi. It consists of a network of irrigation and drainage channels which comprises the following elements:

- Paldo headworks;
- Upper Main Channel with Lilo Martkopi Channel;
- Tbilisi reservoir;
- Lower Main Channel;
- Secondary Channels;
- Tertiary Channels;
- Drainage infrastructure.

The system receives water from the river Iori. Zemo Samgori has 82 km of main canals – 39.8 km in the Upper Main Channel and 42 km in the Lower Main Channel, and 236 km of secondary channels. It extends from the north of Tbilisi to the east of the country. Furthermore there is 35 km of drainage collectors, mainly in the Lower Main Channel area.



In the targeted project area of Zemo Samgori irrigation system there are estimated 27,5321 agricultural households, of which 75% can be qualified as small farms and only 10% have more than 4.5 ha. The main crops cultivated are: wheat, maize, Lucerne, grass, potatoes, vegetables, grapes and fruit. Approximately 15% of the farms have access to the working Zemo Samgori irrigation system (19% in the Upper Zemo Channel area and about 12% in the Lower).

Irrigation services throughout the country, including that of Zemo Samgori, deteriorated heavily following the disintegration of the Soviet Union in the 1990ies. The main reasons for this included:

¹ The total area covers 30,285 ha and the Georgian average of land per farmer is 1.1 ha. Source: Geostat, 2012.

Annex # 1 – Terms of Reference

- *Lack of funds.* Irrigation budget decreased from USD 45 million in 1990 to USD 5 million in 1993, and stayed on that level up to 2005.
- *Weak institutional framework.* The management of the irrigation system was transferred several different entities in the past 20 years, with a range of organisational and financing structures proposed and implemented as a consequence.
- *Weak users' organisation and confidence.* In parallel with the changes in the institutional framework, modalities of farmer co-operation (Amelioration Associations or AA's) were developed in 2004-2006. At present, however, AA's are not operational anymore while the fee recovery is slow and cumbersome. Farmers, however, have informal contacts with the irrigation authorities but the mutual relation has been damaged due to many years of unreliable irrigation supply.
- *Poor technical state of the irrigation and drainage system.* Physical deterioration of the greater part of the system has made it increasingly difficult to turn the trend around. Virtually no maintenance or regular repair has been done on the system for years, leading to complete falling out of almost 100% of the pumped irrigation and 80% of the gravity irrigation.
- *Limited ability of farmers to pay fees.* As water supply to farms has become unreliable, farmers have increasingly taken to livestock farming and cultivation of rain-fed crops. With 1.1 ha of land per farmer on average, this kind of activities barely earns sufficient income to meet the basic needs of farmers and their families. Payment of irrigation fees has therefore become too large a burden for small farmers, resulting in a very low level of income for the irrigation authorities, which in their turn were unable to invest in the improvement of the infrastructure.

C. Project

The overall objective of the project is to increase the participation of economically active agricultural farmers in enhanced commercialisation of the rural economy in Georgia. This will be achieved through the rehabilitation, operation and maintenance of the Zemo Samgori irrigation system.

The project will include the following:

- Infrastructural works

This component will include the civil works needed to rehabilitate the Zemo Samgori irrigation and drainage system. In 2007, a Feasibility study ("Feasibility Study for Rehabilitation of Zemo Samgori Irrigation System, Jacobs UK Ltd., 2007") was conducted in preparation of the rehabilitation of the Zemo Samgori irrigation system. This study combined with other, recent studies carried out, resulted in the proposed rehabilitation of the following works:

Rehabilitation Works
- Upper Main Canal
Main Canal
Torcreting works, gates and valves
Lilo-Martkhopi Main Canal
Clearing and excavation
Demolition & Concrete Works
Pipes
Gates and Steelwork
Roadworks
Secondary works
Cleaning and Earthworks
Roadworks
Demolition and Preparation
Making Joints and Surface
Concrete Works
Steel Gates and Valves
Steel Pipework
New Structures
Tertiary and In-field works

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Excavation works
Drainage
Excavation works
- Lower Main Canal
Secondary works
Cleaning & Earthworks
Roadworks
Demolition & Preparation
Joints & Surface Treatment
Concrete Works
Steelwork
Miscellaneous
New Structures
Tertiary and In-field works
Excavation, New structures
Drainage
Excavation works

- “GA” “GA” Institutional and Capacity Building UASG staff at the headquarters in Tbilisi and in the field office at Varketili will be trained to enhance the public entity’s capability to manage, operate and maintain the Zemo Samgori irrigation system in a sustainable manner. “GA” staff will be trained in subjects related to administrative and financial

management, billing and fee collection, irrigation service provision, assets operation and maintenance, customer relation management, etc. This element is important as “GA” is currently re-vitalising the establishment of user associations. The project will provide training activities and advice to relevant “GA” staff to support the public entity in advising farmers on organisational aspects.

- Extension and Participation Programme

To restore the confidence of the farmers in the proposed rehabilitated irrigation infrastructure and related irrigation services to be provided, and to make the farmers aware of the income generating and market opportunities of producing certain (high value) crop varieties on irrigated land, the project will include an extension and participation programme. This will include extension services to existing and potential users of the infrastructure on (i) efficient on-farm water-use; (ii) opportunities for diversifying crop growing; (iii) associated agronomic practices. The extension services will be provided by extension officers made available by MoA. The services will include trainings and/or demonstrations. The programme will be targeting the existing and potential agriculture farmers of Zemo Samgori and will aim at increasing the use of the infrastructure and the economic potential of agricultural products. Further the programme will develop the tertiary and farm infrastructure in a participative way, in constant consultation with the farmers – and strengthen their organisation as water users and their participation in irrigation water management and system maintenance.

- Operation and Maintenance

The O&M phase will include various components with a view to ensure sustained operations of the programme. The different components distinguished include:

- Refresher trainings for “GA” staff. At regular intervals during the O&M phase, key staff of “GA” will receive refresher courses which relate to the trainings received in the implementation phase. The trainings will ensure that staff remains prepared and updated to manage and operate the Zemo Samgori irrigation system in the long run.
- Continued Extension and Participation programme. The “GA” will continue to build the confidence of the agriculture farmers and facilitate their participation in the irrigation levels, and try to promote the use of high yield crops by the end-users to fully grasp the rural economic potential; but also the participatory management of the irrigation water infrastructure at tertiary and farm level. To that end, extension officers will receive updated trainings related to create further awareness amongst farmers on the economic potential in the agriculture sector, to train the farmers in applying high-value crop practices and train water users organizations in tertiary and on-farm water management.
- Preventive and/or corrective Maintenance. To ensure proper functioning of the infrastructure during the O&M phase, the project will foresee in preventive and/or corrective maintenance of the irrigation system.

D. Study Components of the Development Phase

The objective of this assignment is to

1. [Deliverable 1: Site investigation] Collect, verify and/or complement all the information about the topography, geology, climate, agronomy, soils, hydrology and the state of the present canals and structures that is minimally required to make a design
2. [Deliverable 2: Environment and Social Impact Analysis and Management Plan] Carry out an ESIA, that is compliant with the IFC performance standards – especially IFC standard 5 – and develop a ESMP and design recommendations, if so required
3. [Deliverable 3: Financial plan and economic study] Carry out a full financial and economic analysis of the irrigation system, including of its underlying assumptions and including a tariff study and the analysis of the willingness and affordability to pay
4. [Deliverable 4: Detailed design] Develop detailed engineering designs for the rehabilitation of the Zemo Samgori Irrigation System, including main, secondary and tertiary canal networks and ancillary structures, but excluding the works carried out in 2013-2015 by LLC Kalasi and LLC STS (to the degree that these works have been carried out and delivered in a technically adequate way).

E. Scope of Work

The Technical Consultant will be responsible to deliver input in the following main fields:

- Site Investigation (DELIVERABLE 1);
- Environmental and Social Impact Assessment and Environmental and Social Management Plan (DELIVERABLE 2);
- Financial Plan and Economic Study. (DELIVERABLE 3)
- Detailed design (DELIVERABLE 4)

More specifically, the Technical and Economic Consultant is required to provide the following input related to the different tasks:

Task 1: Site Investigation (DELIVERABLE 1)

The site investigation study will result in a situational report elaborating on the include geological, topographical, hydrological and technical aspects related to the condition of the different types of canals and hydraulic structures of the Zemo Samgori irrigation and drainage system, incorporating not only the technical data but also farmers' perception of the system's components and views on the best principles for irrigation water management. Using the data already available at "GA" as a starting point, the study will provide the updated analysis of the system and recommendations for the design of the rehabilitation works, including a study to find out whether, at which level and how proportional water division is feasible and how the water organisation can best be organized.

Activities:

[Basic information]

- Update the location of the irrigation scheme, command area per secondary and tertiary channel, and the source of water supply

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- Update the description of the main technical parameters of the irrigation scheme (head works, main canal and water distributing network), following the water line
- Verify GIS references of main channels and take GIS references of all secondary and tertiary channels and works
- Verify hydrological map of Iori river
- Undertake topographic survey and make topographic map at a scale of 1:500
- Verify existing geological maps and undertake complementary geological survey (where information is missing)
- Verify existing soil maps and undertake complementary soil survey (where information is missing)
- Verify soils at shallow depth which contain high quantities of soluble salts and gypsum and are of a collapsible nature, as identified in the feasibility study carried out in 2007
- Make (actual and future) irrigated farming planning map

[Infrastructure inventory]

- Make a field inventory with a technical description of the state and functionality of each channel and water work (incl. roads, bridges and drains) in the system and analyse the respective problems and rehabilitation needs.
- After consultations with water users and technicians: propose whether and how the existing infrastructure should be improved [as compared to how it was originally designed and operated]
- Make a longitudinal section of canal network with 1:2000 and 1:100 horizontal and vertical scale respectively, and typical cross sections
- Plot the proposed structures in 1:200 scale in the UTM (Universal Transverse Mercator) coordinate system.
- Assess the future discharge capacity (cross-section) of the main, secondary and tertiary canal network taking into account the command area, land distribution, cropping pattern and irrigation norms

[Rehabilitation needs and principles]

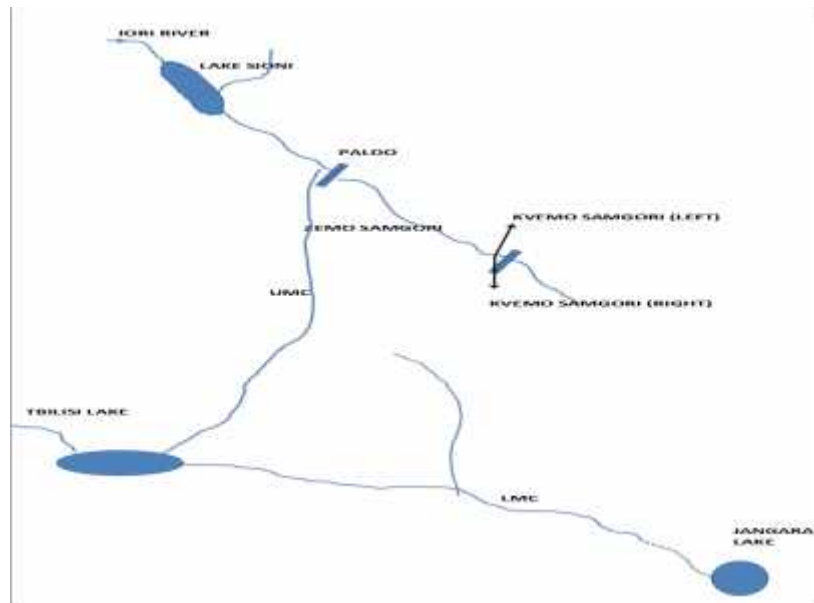
- Assess the rehabilitation needs of canals and hydraulic structures to ensure reliable provision of irrigation water to the service area, especially also of the existing “shortcrete” and plaster techniques that have been applied to secondary and tertiary channel
- Describe, calculate and specify the rehabilitation needs for each element of the system.
- Propose field irrigation methods for the different cropping systems at farm level
- Given the existing lay-out, propose the size and organizational principals of the Water Users Associations (WUA's) – in hectares and in number of households

[Water balance]

- Verify hydrological characteristics, water availability and variability and actual water management regulations of the Sioni and Tbilisi reservoirs and river Iori: maximum and minimal discharge levels, hydrograph, sediment load and undertake a survey of the water quality from these sources
- Verify the existing water demands in the hydro-turbines and Kvemo Samgori schemes
- Verify the relevant climatic data: rainfall, maximum and minimum temperature, evapotranspiration, humidity, wind velocity, hours of sunshine
- Calculate irrigation water requirements for different seasons for the main (future) crops
- Determine “main d’eau” for the different cropping systems (i.e. the discharge that the farmers can handle)
- Determine the peak irrigation requirements that the system should fulfil
- Determine the present and projected irrigation efficiency at main, secondary, tertiary and farm level
- Prognose the water security for the farmers, over the months, in the different parts of the system

Annex # 1 – Terms of Reference

- Elaborate a water balance for the whole Zemo Samgori schemes including the water demands of the hydro-turbines and the Kvemo Samgori schemes incorporating all the above information



[Water distribution organization]

- Describe the water distribution management routines (e.g. historical manuals) when the system was still fully operational (either through documented procedures or interviews with past operators)
- Identify the point along the water line (from the main sources to the farmer plots) where water rotation was initiated when the system was still fully operational
- Based on farmer consultations and discussions:
 - propose new water distribution management principles and routines that allow tertiary units to manage and distribute their irrigation water independently, and the corresponding principles of water user organization's participation in secondary irrigation water management
 - Propose tertiary irrigation scheduling per irrigation term for the different cropping patterns
 - Propose the corresponding (possibly changed) distribution works and structures
 - Evaluate the possibilities and impossibilities for proportional division or rotation division at farm, tertiary and/or secondary level and the optimal point to hand-over the water management responsibility to the water users

[Stakeholder consultation]

- Hold stakeholder consultations [including above all farmers] to verify the data collected, assess experiences, gauge preferences in terms of crop choice and irrigation methods and discuss possible improvements and water distribution and organisation principles
- Undertake a pilot in one tertiary unit, on the basis of the determined command area: identify and organize the land owners in the tertiary command area and develop a tertiary (irrigation, drainage and access roads) infrastructure rehabilitation plan in a participatory manner – as a blueprint for how the development of all tertiary units will be planned in the detailed design.

Team Composition:

Annex # 1 – Terms of Reference

A team of experts below would be required, assisted with support technical staff with at least agronomic and sociological expertise. The expected period of assignment is 3 months. The proposed key experts is presented below:

- Irrigation/Civil Engineer: Team Leader
- Hydrologist/Water Resources Expert

The bidder is expected to present a full overview of the team to be deployed, including CVs, fees and time allocation tables, as per attached spread sheets.

Task 2: Environmental and Social Impact Assessment and Environmental and Social Management Plan (LOT 2)

The Environmental and Social Impact Assessment (ESIA) study will be carried out, follow the IFC performance standards, to assess any possible adverse environmental and/or social impact of the proposed project and recommend mitigation measures, where required. The mitigation measures, elaborated in the Environmental and Social Management Plan (ESMP), will be included in the Implementation Plan and embedded in the regular “GA” operations. The study will entail the risk assessment of land grabbing and other negative effects on the area and particularly on small farmers, elderly farmers and female-headed households and the mitigation measures to counteract the risks.

Activities:

- Identify and characterize the specific households who will be connected to the system
- Identify how many people in those household rely on the income from farming
- Verify title deeds of all plots in the system in the electronic cadastre; and make/verify land occupation map, overlaying the system over the cadastre map
- Propose measures to ensure timely titling of all households in the system.
- Elaborate a scoping study of all the environmental and social risks regarding: Labour and working conditions; Resource efficiency and pollution prevention [including pesticide use risks]; Community health, safety, and security; Land acquisition and involuntary resettlement; Biodiversity conservation and sustainable management of natural resources [including soil erosion hazards]; Indigenous peoples; and Cultural Heritage - following the IFC performance standards (as described in the performance standard 1, and the operational guide), describing each risk. Special attention is paid to the impacts on smallholder farmers, elderly farmers and female-headed households.
- Elaborate a scoping report
- Ensure full endorsement of the scoping report by Netherlands Commission for Environmental Assessment
- Determine the main environmental and social risks to be assessed and mitigated
- For the prioritized risk areas: elaborate a full-fledged ESIA according the respective IFC performance standard and assess the identified risks according to their spatial spread, likelihood, time span, reversibility, recoverability, intensity, impact, and accumulated effect on the system
- Elaborate a full-fledged ESIA report, quantifying and qualifying the respective impacts and proposing measures to ensure that their remain within the performance standard
- Elaborate a ESMP for the identified risk and impact areas in the ESIA report, and suggest the required recommendations for the technical design and the corresponding operational and budgetary implications
- Ensure full endorsement of the ESIA report and the ESMP by the Netherlands Commission for Environmental Assessment

Team Composition:

Annex # 1 – Terms of Reference

A team of experts below would be required, assisted with support technical staff. The expected period of assignment is 3 months. The proposed key experts is presented below:

- ESIA/IFC standards Specialist : Team Leader , with background in social sciences

The bidder is expected to present a full overview of the team to be deployed, including CVs, fees and time allocation tables, as per attached spread sheets.

Task 3: Financial Plan and Economic Study (DELIVERABLE 3)

The financial model will provide the updated financial, commercial and economic calculations of the costs and revenues of the Zemo Samgori irrigation and drainage system. This will include cash flow projections and calculations to come to a conclusion on the financial feasibility, commercial viability and economic sustainability in the long run based on different scenarios and pricing methods. In parallel, a tariff study will be conducted, which will also assess the willingness and affordability of end-users to pay.

Activities:

[Farm cash flow profiles; willingness/affordability to pay study and commercial analysis at farm level]

- Elaborate a cash flow projection at farm level, including the transition from subsistence to high-value farming, and a with and without economic analysis, for the 12 typical farmers who will participate in the system, covering the most important cropping systems, land holding size and socio-demographic profile: specifying
 - [present and projected] input use, availability and prices
 - [present and projected] production levels
 - [present and projected] market outlets and prices
 - [projected] transition patterns, minimal conditions for transition and willingness to transit
 - [present and projected] water security at farm level
 - [present and projected] proportion of the water fee in the total farming costs
 - [present and projected] willingness and affordability to pay for irrigation water and to contribute to maintenance
 - [present and projected] conduciveness of the water fee payment conditions

[Assessment of underlying assumptions of the projected commercial analysis at farm level]

- In order to determine the reality behind the economic analysis, the bidder undertakes a quick value chain development analysis (in coordination with MoA's Value Chain Experts – and building on their existing studies and data) to
 - Assess market potential for the proposed crops, at national, regional and EU level; nad the corresponding price, quality conditions and competition analysis
 - Assess the functioning of the value chain analysis for the proposed crops, at national, regional and EU level, to ensure that all functions are adequate covered
 - Identify the most optimal marketing partners and arrangements for the farmers and assess their willingness and conditions to bulk trade or process the farmers' produce from the system
 - Identify companies that supply the required inputs and services to the farmers and assess the likelihood of availability of the required inputs and technical and [public or private] extension services
 - Assess the relevant quality standards, whether and how the farmers can meet the minimal quality standards and whether the quality management routines are in place
 - Assess the present and projected harvest and post-harvest losses, and thus marketable volumes

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- Assess social and economic viability of the existing or projected organizational models for bulking farmers' produce and assess the storage and handling infrastructural interventions
- Identify existing or future facilities for value addition and assess their feasibility
- Assess the possibilities and modalities to integrate the voucher programme
- Assess the capacity of the existing farmers' cooperatives for bulk marketing and/or input supply and propose possible measures to establish and/or strengthen within the existing MoA programmes

[Financial and economic analysis of the irrigation system]

- Describe the project and its components, based on the site investigation, as “the smallest complete productive entity, physically and technically integrated, that fully utilizes the proposed investment and captures all financial benefits that can be attributed to the investment.” This description thus explicitly also incorporates the components that are not part of the ORIO investment but that are technically integrated with the irrigation system.
- Extrapolating the projected cash flows at farm level, under assumptions that pass the reality check on the value proposition at farm level, elaborate a full economic analysis of the irrigation project:
 - Determine the total investment costs including reinvestments in the coming 20 years following the Bill of Quantities (in deliverable 4), based on the estimated lifetime of various parts and the projected reinvestment costs
 - Determine the applicable interest rates and credit conditions if these investments were to be financed through bank loans;
 - Determine the estimated investments of farmers in tertiary systems, with verifiable assumptions and calculations;
 - Prognose the staff and management costs of the project [including contract management and technical supervision], with verifiable assumptions and calculations
 - Prognose the operational, staff and management costs of the system once rehabilitated, with verifiable assumptions and calculations
 - Construct an extrapolation of the project benefits for the farmers: i.e. calculate the effect of irrigation on crop yields, changed cropping patterns and farmers' revenues (i.e. the difference in revenues without the project and with the project) and the justification of the underlying assumptions.
 - Elaborate an economic with and without analysis of the project, following the ORIO format, based on the cost benefit methodology and with an economic internal rate of return [eIRR] calculation [reflecting the economic returns of the project investment for the country] . The economic analysis does not include the grant and instead assumes financing of all investment costs through a foreign commercial loan. Further it is based on the assumption of market or appropriate prices for all inputs and outputs – which need to be properly justified. It covers a period of 10 years
- Describe the proposed O&M organization of the irrigation system
- Elaborate a cash flow projection of the Zemo Samgori irrigation system's O&M organization, including a with and without the project financial analysis:
 - Determine the economic lifetime of the project;
 - Determine all investment costs, book values of existing parts of the system, reinvestments costs during the project's lifetime, etc. both for ORIO part of the project and possibly connected elements / projects;
 - Determine the required O&M staff and their costs
 - Determine the required O&M equipment and its depreciation and running costs
 - Determine operation and maintenance costs for the system, once project implementation

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- completed), broken down into fixed and variable costs and preferably into units and unit prices – specifying the O&M costs of the system upstream and downstream of the tertiary unit inlet
- Provide a demand analysis: quantify what will be the demand for water by farmers, the assumptions underlying this projected demand, and likely scenarios on how the demand may develop over time and how the system’s capacity will cope with this.
 - How high is non-billing assumed to be? What happens if farmers do not pay?
 - Finally, based on demand analysis, user groups, tariffs and non-billing, provide revenues for the project.
 - Based on the willingness and affordability to pay analysis: Propose the water fee and payment modalities, describing the tariffs that will be [initially and later] levied, and any possible differentiation in these for different water users; and the assumptions and calculations underlying the proposed tariffs; how the tariffs may have to be adjusted over time
 - Propose how long, for which water users and under which conditions water fees should be subsidised and when and under which conditions full cost recovery can be obtained
 - Based on the demand analysis, water users, tariffs and non-billing arrangements: elaborate the revenues over the years for the “GA” O&M body for the Zemo Samgori system
 - Elaborate a financial analysis of the project following the ORIO format, proving the financial sustainability, the irrigation system, i.e. whether the “GA”’s O&M structure for the Zemo Samgori system will generate enough cash flow to fulfill its financial obligations in terms of operational and maintenance costs and capital repayment. Also, the financial analysis should include information on the financing plan, i.e. the actual mode of financing of the project and the conditions of loans [if applicable].

[Description of the financial situation of “GA”]

- Elaborate a description of the financial situation of “GA”
 - Make a database of all irrigation systems that the “GA” is in charge of and their respective phase of rehabilitation, cash flows and financial sustainability
 - Described the expected financial situation of “GA” over the coming 10 years, given the existing organisational set-up and policies, including both foreseeable State budget allocations and prognosed revenues from irrigation system operations; and expected expenditures in staff, operations and investments
 - Propose arrangement on how the overhead can be factored into the water fees or charged to the Ministry

The detailed financial and economic analysis will be presented in the Excel, following the ORIO formats and instructions.

Team Composition:

A team of experts below would be required, assisted with support technical staff. The expected period of assignment is 3 months. The proposed key experts is presented below:

- Agro-economist/Financial Analyst: Team Leader

The bidder is expected to present a full overview of the team to be deployed, including CVs, fees and time allocation tables, as per attached spread sheets

Task 4: Detailed rehabilitation engineering design (DELIVERABLE 4)

Detailed engineering design should cover repair-rehabilitation and reconstruction of existing irrigation system, and when required and justified also include demolishing of structure and their re-design to accommodated the needs of farmers. The works include cleaning and lining of canals, structures such

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as intakes, cross-regulators, hydro-posts, outlets, crossings and culverts, and other related structures including also for instance their sealing rubbers.

The design shall take into account the need for low-cost, robust construction that is simple to implement and to operate and maintain. The final choice for proposed rehabilitation shall be based on technical and financial analyses of alternative designs and, most importantly, on the opinions of the beneficiaries and O&M agency (Municipalities, “GA”), obtained by thorough discussion with them.

All design activities should be undertaken with the philosophy of sustainability and economic development. A proposed rehabilitation works must be safe and stable during all phases of the rehabilitation and the operation of the system.

The detailed design shall be prepared in accordance with the Resolution No. 176 dated 11.08.2008 “On the Rule of Issuing Construction Permits and Permit Conditions” of the Government of Georgia. The design shall be in accordance with existing engineering standards and norms in Georgia.

[Detailed design]

- Propose efficiency improvements of the canal network by introducing better materials and better standards in canal lining technologies
- Propose water measurement structures and facilities at tertiary, secondary and main level in compliance with the operation procedures , including central water operation centre based on a network of main canal measure points in Varketili
- Make a rough sketch of the most likely socio-economic and modernization scenarios in the system: i.e. how agriculture is likely to develop in the area, in terms of farm size, crop choice, water field application methods and other possibly relevant parameters
- Develop several alternative solutions to rehabilitate the ORIO-targeted works and channels at primary and secondary level and to distribute water at tertiary level, in a technically sound and cost-effective manner, based on the principle of “no regrets” (taking into account the most likely socio-economic development and modernization scenarios in the system).
- Discuss the preliminary ideas with all relevant institutions (including the farmers) in Design Meetings (commissioned by “GA”) through a structured process using maps and other aids. Assess and discuss the pros and cons of each alternative.
- Elaborate and agree on design principles with the farmers and other stakeholders, following the philosophy of ensuring water security, optimising economic and social return, socio-organisational viability, environmental and social friendliness and “no regrets” solutions.
- Design in detail, according to the relevant rehabilitation needs (see deliverable 1):
 - In the Lilo Martkhopi main canal:
 - All those main irrigation and drainage channels sections, access, control and feeder roads, distribution and other hydraulic works, cross sections, road cross-sections, drainage cross sections and bridges that have not yet been adequately rehabilitated;
 - All secondary irrigation and drainage channel sections, access, control and feeder roads, distribution and other hydraulic works, cross sections, road cross-sections, drainage cross sections and bridges;
 - All tertiary irrigation and drainage channel sections, access, control and feeder roads, distribution and other hydraulic works, cross sections, road cross-sections, drainage cross sections and bridges – based on participatory tertiary infrastructure rehabilitation plan – as per the methodology piloted in the site investigation;
 - All on-farm irrigation inlets, drainage outlets, plot levelling works and erosion control measures
 - In the Upper main canal:
 - All those main irrigation and drainage channels sections, access, control and feeder roads,

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- distribution and other hydraulic works, cross sections, road cross-sections, drainage cross sections and bridges that have not yet been adequately rehabilitated;
- All secondary irrigation and drainage channel sections, access, control and feeder roads, distribution and other hydraulic works, cross sections, road cross-sections, drainage cross sections and bridges;
 - All tertiary irrigation and drainage channel sections, access, control and feeder roads, distribution and other hydraulic works, cross sections, road cross-sections, drainage cross sections and bridges– based on participatory tertiary infrastructure rehabilitation plan – as per the methodology piloted in the site investigation;
 - All on-farm irrigation inlets, drainage outlets and plot levelling works
- In the Lower main canal:
 - All those main irrigation and drainage channels sections, access, control and feeder roads, distribution and other hydraulic works, cross sections, road cross-sections, drainage cross sections and bridges that have not yet been adequately rehabilitated;
 - All secondary irrigation and drainage channel sections, access, control and feeder roads, distribution and other hydraulic works, cross sections, road cross-sections, drainage cross sections and bridges;
 - All tertiary irrigation and drainage channel sections, access, control and feeder roads, distribution and other hydraulic works, cross sections, road cross-sections, drainage cross sections and bridges – based on participatory tertiary infrastructure rehabilitation plan – as per the methodology piloted in the site investigation;
 - All on-farm irrigation inlets, drainage outlets and plot levelling works
 - Elaborate a full cadastre of works
 - Draft preliminary work plan for rehabilitation in relation with seasonality - in close cooperation with the “GA” and municipal authorities and agree with them on these plans.

[Technical specifications]

- Elaborate the technical specifications, as per Georgian Standard Technical Specifications, for construction for quality control of each of the constructions works in the cadastre of works:
 - Purpose and brief description of the works
 - Location of site
 - General meteorological and geological information about the site and the works
 - Access to the site
 - Drawings and calculations
 - Required groundwork
 - Conditions, norms and tolerance under which the works will be implemented
 - Specific conditions of the construction sites;
 - Standard of workmanship, materials, and performance of the goods to be procured or constructed.
 - Proposed protection of works
 - “As-built” drawings
 - Construction schedule and program of works

[Bill of Quantities and Bidding Documents]

- Elaborate a BoQ for all the system’s works as mentioned above
- Elaborate bidding documents for international competitive bidding for all the system’s works as mentioned above, compliant to the Georgian procurement Law, OECD conditions and ORIO requirements.

[Operation and maintenance manual]

- Based on stakeholder discussions: describe the roles and responsibilities of the different actors in the O&M of the system, specifically including the O&M body in “GA”, the farmers and the

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water users' associations, with the respective service delivery standards and accountability/participation mechanisms

- Develop a manual for Zemo Samgori system operation and maintenance.

Team Composition:

A team of experts below would be required, assisted with a team of designers, calculators, WUA/O&M experts, technical support staff and stakeholder consultation facilitators. The expected period of assignment is 3 months. The proposed key experts is presented below:

- Irrigation/Civil Engineer: Team Leader
- Hydrologist: Expert

The bidder is expected to present a full overview of the team to be deployed, including CVs, fees and time allocation tables, as per attached spread sheets

F. Minimal Requirements to participate (Entry criteria)

Bidders are expected to present their company's and/or consortium partner's track record over the last 5 years (including signed references) showing at least:

- Proven experience in site investigation for the gravity-flow rehabilitation of irrigation schemes bigger than 5,000 hectares
- Proven experience in carrying out ESIA's and drafting ESMPs for irrigation schemes bigger than 5,000 hectares, according to the IFC performance standards
- Proven experience in undertaking full identification and socio-economic characterization for over more than 5,000 smallholder beneficiaries
- Proven experience in carrying out financial and economic analysis for agricultural sector and for irrigation systems
- Proven experiences in undertaking market and value chain assessments for cereals, vegetables and fruits in Georgia and/or the EU
- Proven experience in advising irrigation departments and/or utility companies to set up tariff policies, based on full cost recovery, including depreciation and overheads
- Proven experience in making detailed designs for the rehabilitation of gravity-flow irrigation schemes bigger than 10,000 hectares, including technical specifications and Bills of Quantities

Further bidders are expected to present:

- An internationally recognized certificate of quality assurance of the bidder's operations that are relevant to the scope of work of this ToR
- An average annual turnover (over the last three years, as evidenced by audited financial annual accounts) of the bidder and its possible consortium partners of minimally 3 million Euros
- Proved solvency of the bidder and the consortium partners (over the last three years, as evidenced by audited financial annual accounts), of at least 20%; $\text{Solvency Ratio} = (\text{Annual Net Profit} + \text{Depreciation}) / \text{Liabilities}$
- The guarantee that, during the execution of the contract, the bidders as well as its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees will observe the IFC Performance Standards 2012 and the conventions of the International Labour Organization.
- The guarantee that neither the bidder nor its sub-contractors, service providers and/or its suppliers uses forced and/or child labour, as defined in the ILO Conventions 29, 105, 138 and 182.
- The guarantee that neither the bidders nor any of its personnel, agents, sub-consultants, sub-contractors, service providers and/or its suppliers have been engaged, directly or indirectly, in

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bribery or any other illegal, corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.

- The guarantee that, during the execution of the contract, the bidders as well as its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees will observe the OECD Guidelines for Multinational Enterprises (2011 edition).
- The bidder shall declare to be CSR compliant as per a signed declaration.

Bidders who cannot prove that they meet these minimal requirements will not be taken into consideration for selection.

G. Selection of bidders

For the selection of bidders (who adequately meet the minimal requirements and have proved that convincingly) “GA” will work with a two-envelope method for technical and financial proposals. The bids are evaluated through a Quality and Cost-Based Selection (QCBS). The technical proposals will be valued for 70% of the evaluation score and the financial proposals will be valued at 30% of the evaluation score. The technical requirements are stated below, in G.1. The financial proposals are requested in G.2. The technical proposal will be valued first and the companies that do not accomplish the minimum standard; the financial proposal will not be opened, but returned. After the evaluation of the technical standards the financial bids will be opened. The contract will be awarded to the best scoring proposal.

After evaluation is completed and the contract is awarded. The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder

This is an international open tender, via the Contest regulations. All the tender documents will be published in English and Georgian. All bidding documents must have a notarised translation into Georgian. Maps are excluded from the translation. The bidder can imply which version (native or Georgian) is dominant in case of disputes. International company do not have to have a subsidiary in Georgia.

G.1 Technical Qualification Requirement (70% of score)

Bidders are expected to submit a technical proposal that includes, at least:

- A work plan and description of the approach and methodology for the scope of work, staff deployment table and description of the proposed team composition to adequately cover all deliverables, (which will not exceed more than 5 pages A4 and counts for 30% of the technical proposal evaluation score)
- A convincing story how best irrigation rehabilitation and management practice are incorporated in the design (which will not exceed more than 5 pages A4 and counts for 20% of the technical proposal evaluation score)
- A description of the applicable quality assurance systems (which will not exceed more than 2 pages A4 and counts for 10% of the technical proposal evaluation score)
- CVs of key staff (which will not exceed more than 2 pages A4 for each CV and counts for 40% of the technical proposal evaluation score). The CVs should meet the following minimum requirements:

Irrigation/Civil Engineer (DELIVERABLE 1 and 4)

- A university degree in Irrigation/Civil Engineering or similar

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- At least fifteen years of work experience in design and rehabilitation of large-scale public irrigation infrastructure (including roads, bridges, irrigation and drainage schemes) preferably for development projects, agencies or institutions
- Experience in leading multidisciplinary teams for the development of irrigation projects
- Experience in irrigation and hydraulic structures, including the planning, design and costing of irrigation and drainage projects.
- Good knowledge of irrigation requirements of relevant crops and cropping patterns,
- Good knowledge of construction norms and regulations as applied in Georgia.
- Good knowledge of best practices in irrigation rehabilitation and capacity to incorporate these in the detailed design
- Experience in carrying out engineering cost estimates based on current market prices.

Hydrologist/Water Resources Expert (DELIVERABLE 1 and 4)

- A University degree in hydraulic and/or hydrology
- At least ten years of work experience in water resources management and hydraulic structures development.
- Experience in water resources development planning and water balance studies.
- Experience in water-use efficiency improvements in the irrigated agriculture sector;
- Experience in carrying out comprehensive water resources analysis of a specific irrigation system including various water works for multiple users.

ESIA/IFC standards specialist (with a social sciences background) (DELIVERABLE 2)

- A university degree in environmental or social sciences
- At least ten years of work experience in environmental and social impact assessments, applying to IFC Performance Standards, especially on land issues
- Experience in preparing reports and developing in-depth evaluations of environmental and social impact risks
- Experience with elaborating environmental and social and management plans.

Agro-Economist/Financial analyst (DELIVERABLE 3)

- A university degree in economics or business management or related field
- At least ten years of work experience in feasibility development investment studies, preferably for development projects, agencies or institutions.
- Experience in project evaluation of water resources and agriculture development projects.
- Experience in financial analysis of crop production, marketing and value chains
- Good access to knowledge of development issues in rural areas of Georgia, especially related to business, marketing and agriculture development.
- Experience in carrying out willingness and affordability to pay studies
- Experience in recommending tariff policies

Only technical proposals with an overall technical score of higher than 75% will be considered.

G.2 Financial Proposal (30% of score)

The financial bids should cover all the tasks as detailed in the scope of work. They should be based on the staff allocation tables and specify the bid for the four deliverables, and the applicable taxes. Any financial bid exceeding the amounts of 1,531,500 Euro (including all applicable taxes) will be excluded.

The qualifying bids will be evaluated proportionally as compared to the lowest qualifying bid.

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The financial bids should include a detailed breakdown of time allocations and daily fees and of the operational costs associated with the underlying assignment.

H. Output

The study will result in the following set of deliverables, related to completion of the different tasks:

	Task	Deliverable
1	Site Investigation	Deliverable 1: Report on situational analysis, including survey and data collection, geological and geotechnical status of the Zemo Samgori System and proposed principles of the water management organisation
2	Environmental and Social Impact Assessment and Environmental and Social Management Plan	Deliverable.2: Report on Environmental and Social Impact Assessment, including mitigation measures; Environmental and Social Management Plan
3	Financial Plan	Deliverable.3: Report on Financial Plan, including financial and economic analysis, value chain analysis and tariff policy.
4	Detailed design	Deliverable 4: Detailed design, technical specifications, BoQ, bidding documents and O&M manual

All deliverables (including designs and maps) should be produced in both English and Georgian language. The Georgian version will be leading as per legal requirement.

I. Payment schedule

The payment schedule is as follows:

Payment	Description	Conditions
Payment 1	Payment for deliverables 1 and 2.	<ul style="list-style-type: none"> • Submission of Deliverable no. 1 and 2 • Statement of acceptance by “GA” and ORIO • Request for payment by “GA” and contracted party • Invoice • Hand-Over Acceptance Certificate
Payment 2	10% advance payment for deliverables 3 and 4.	<ul style="list-style-type: none"> • Bank guarantee for the total amount of the advance payment • Request for payment by “GA” and contracted party • Invoice
Progress Payment 3	80% payment for deliverables 3 and 4	<ul style="list-style-type: none"> • Submission of Deliverables no. 3 and 4 • Statement of acceptance by “GA” and ORIO • Request for payment by “GA” and contracted party • Invoice
Final Payment	10% payment for deliverables 3 and 4 (excl. contingencies).	<ul style="list-style-type: none"> • Statement of Acceptance of the Implementation plan (done by the Project Advisor) by “GA” and ORIO • Request for payment by “GA” and contracted party • Invoice

Between payments 1 and 2, the donor will make a go/no-go decision on the project, based on the input of deliverables 1 and 2.

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

Dear Sirs:

We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope

{If the Consultant is a Consortium insert the following: We are submitting our Proposal in a Consortium with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a Consortium” or, if a Consortium is already formed, “of the Consortium agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said Consortium.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period *[Insert “date”]*.
- (c) We have no conflict of interest.
- (d) We meet the eligibility requirements as stated in the ToR.
- (e) Neither we, nor our Consortium or any of the proposed experts prepared the TOR for this consulting assignment
- (f) Our Proposal is binding.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a consortium, either all members shall sign or only the lead member }

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” and “excluding”] of all taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before [Insert “date”].

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a consortium, either all members shall sign or only the lead member }

CURRICULUM VITAE (CV)

Position Title	
Name of Firm	
Name of Expert:	
Date of Birth:	
Citizenship	

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

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

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

Expert's contact information:

Certification:

I, the undersigned, certify to the best of my knowledge and belief that

(i) *This CV correctly describes my qualifications and experience*

(ii) *I am not a current employee of the Executing or the Implementing Agency*

(iii) *I was not part of the team who wrote the terms of reference for this consulting services assignment*

(iv) *I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.*

If CV is signed by the firm's authorized representative:

(v) *I, as the authorized representative of the firm submitting this Proposal for the {name of project and contract}, certify that I have obtained the consent of the named expert to submit his/her CV, and that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal, and confirm his/her compliance with paras (i) to (v) above.*

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of expert or authorized representative of the firm] Day/Month/Year

Full name of authorized representative: _____



Netherlands Enterprise Agency

CSR COMPLIANCE FORM

_____ (name of company) declares that it has not been engaged, directly or indirectly, in bribery or any other illegal, corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract of the (name of the project) project.

_____ (name of company) declares that, during the execution of the contract, it shall observe

(a) the OECD Guidelines for Multinational Enterprises (2011 edition)

(b) the IFC Performance Standards

(c) the Conventions of the International Labour Organization

(Use if applicable:)

(name of the company) shall demand its consortium partners, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their personnel to declare they have not been engaged, directly or indirectly, in bribery or any other illegal, corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.

(name of the company) shall demand its consortium partners, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their personnel to observe the OECD Guidelines for Multinational Enterprises (2011 edition), the IFC Performance Standards and the Conventions of the International Labour Organization.

Annex N3 forms and sheets to be filled

Format for proven experience

Project/Assignment Title:						
Country	Overall contract value in Euro (1)	Proportion carried out by bidder	Number of staff months provided	Name of Contracting Party and contact person and his/her contact details	Origin of Funding	Date (start - end)

rate.

Signature	
Name:	
Position:	
Place:	
Date:	

Format for turnover and solvency

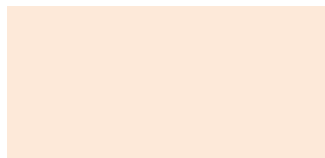
(in Euros) (1)	2012	2013	2014	Average
Annual turnover	0	0	0	0
Annual net profit + depreciation	0	0	0	0
Liabilities	0	0	0	0
Solvency ratio	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Criterion	Compliance	
Over 3m Euro	Yes	No

Over 20%	Yes	No
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Name of auditing company			
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(1) Official exchange rates to be used of the end of the fiscal year



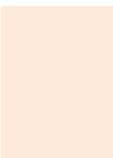
Signature

Name:

Position:

Place:

Date:



1. Site Investigation

1. Staff allocation

	Expert	Name	Fee per day	Total	Total fee
1.	Irrigation/Civil engineer or similar				€ -
2.	Hydrologist/water resources expert				€ -
3.					€ -
4.					€ -
5.					€ -
Total				0	€ -

2. Travel and accommodation expenses

	Expert	Name	Number of Per Diems	Per Diem amount EUR	Total Per Diem	Number of tickets	Ticket price	Total ticket costs	Number of local transport items	Local transport fixed rate	Total local transport	Total costs
1.	Irrigation/Civil engineer or similar			€ -	€ -		€ -	€ -		€ -	€ -	€ -
2.	Hydrologist/water resources expert			€ -	€ -		€ -	€ -		€ -	€ -	€ -
3.				€ -	€ -		€ -	€ -		€ -	€ -	€ -
4.				€ -	€ -		€ -	€ -		€ -	€ -	€ -
5.				€ -	€ -		€ -	€ -		€ -	€ -	€ -
Total			0		€ -	0		€ -	0	€ -	€ -	€ -

3. Other costs

	Items	Total
1.		
2.		
3.		
4.		
5.		
Total		€ -

4. Summary of costs for this Output

	Costs per item	Total Budget (EUR)
1.	Staff allocation	€ -
2.	Travel and accommodation expenses	€ -
3.	Other costs	€ -
Total (without VAT)		€ -
VAT		
Total with VAT		

2. ESIA

1. Staff allocation

	Expert	Name	Fee per day (EUR)	Total working days	Total fee
1.	ESIA/IFC standards specialist				€ -
2.					€ -
3.					€ -
4.					€ -
5.					€ -
	Total			0	€ -

2. Travel and accommodation expenses

	Expert	Name	Number of Per Diems	Per Diem amount EUR	Total Per Diem	Number of tickets	Ticket price	Total ticket costs	Number of local transport items	Local transport fixed rate	Total local transport	Total costs
1.	ESIA/IFC standards specialist			€ -	€ -		€ -	€ -		€ -	€ -	€ -
2.				€ -	€ -		€ -	€ -		€ -	€ -	€ -
3.				€ -	€ -		€ -	€ -		€ -	€ -	€ -
4.				€ -	€ -		€ -	€ -		€ -	€ -	€ -
5.				€ -	€ -		€ -	€ -		€ -	€ -	€ -
	Total		0		€ -	0		€ -	0	€ -	€ -	€ -

3. Other costs

	Items	Total
1.		
2.		
3.		
4.		
5.		
	Total	€ -

4. Summary of costs for this Output

	Costs per item	Total Budget (EUR)
1.	Staff allocation	€ -
2.	Travel and accommodation expenses	€ -
3.	Other costs	€ -
	Total (without VAT)	€ -
	VAT	
	Total with VAT	

3. Financial plan and economic study

1. Staff allocation

	Expert	Name	Fee per day (EUR)	Total working days	Total fee
1.	Agro-economist / Financial analyst				€ -
2.					€ -
3.					€ -
4.					€ -
5.					€ -
	Total			0	€ -

2. Travel and accommodation expenses

	Expert	Name	Number of Per Diems	Per Diem amount EUR	Total Per Diem	Number of tickets	Ticket price	Total ticket costs	Number of local transport items	Local transport fixed rate	Total local transport	Total costs
1.	Agro-economist / Financial analyst			€ -	€ -		€ -	€ -		€ -	€ -	€ -
2.				€ -	€ -		€ -	€ -		€ -	€ -	€ -
3.				€ -	€ -		€ -	€ -		€ -	€ -	€ -
4.				€ -	€ -		€ -	€ -		€ -	€ -	€ -
5.				€ -	€ -		€ -	€ -		€ -	€ -	€ -
	Total		0		€ -	0		€ -	0	€ -	€ -	€ -

3. Other costs

	Items	Total
1.		
2.		
3.		
4.		
5.		
	Total	€ -

4. Summary of costs for this Output

	Costs per item	Total Budget (EUR)
1.	Staff allocation	€ -
2.	Travel and accommodation expenses	€ -
3.	Other costs	€ -
	Total (without VAT)	€ -
	VAT	
	Total with VAT	

4. Detailed design

1. Staff allocation

	Expert	Name	Fee per day (EUR)	Total working days	Total fee
1.	Irrigation/Civil engineer or similar				€ -
2.	Hydrologist/water resources expert				€ -
3.					€ -
4.					€ -
5.					€ -
	Total			0	€ -

2. Travel and accommodation expenses

	Expert	Name	Number of Per Diems	Per Diem amount EUR	Total Per Diem	Number of tickets	Ticket price	Total ticket costs	Number of local transport items	Local transport fixed rate	Total local transport	Total costs
1.	Irrigation/Civil engineer or similar			€ -	€ -		€ -	€ -		€ -	€ -	€ -
2.	Hydrologist/water resources expert			€ -	€ -		€ -	€ -		€ -	€ -	€ -
3.				€ -	€ -		€ -	€ -		€ -	€ -	€ -
4.				€ -	€ -		€ -	€ -		€ -	€ -	€ -
5.				€ -	€ -		€ -	€ -		€ -	€ -	€ -
	Total		0		€ -	0		€ -	0	€ -	€ -	€ -

3. Other costs

	Items	Total
1.		
2.		
3.		
4.		
5.		
	Total	€ -

4. Summary of costs for this Output

	Costs per item	Budget (EUR)	Total
1.	Staff allocation	€ -	
2.	Travel and accommodation expenses	€ -	
3.	Other costs	€ -	
	Total (without VAT)	€ -	
	VAT		
	Total with VAT		