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**REQUEST FOR PROPOSALS**  
**RFP # 6**

***Country:* Republic of Moldova**

***Project Name:* Road Sector Program Support Project**

***Credit Number:* 4283-MD**

***Title of Consulting Services:* Consulting services for the Design and Implementation of an Axle Load Control System.**

## Section 1. Letter of Invitation

Invitation N°6; Credit N° 4283-MD  
Chisinau  
November 20, 2008

Dear Mr./Ms.:

1. The Republic of Moldova (hereinafter called “Borrower”) has received financing from the International Development Association (IDA) (hereinafter called “loan”) toward the cost of Road Sector Program Support Project. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The S.E. State Road Administration now invites proposals to provide the following consulting services: Design and Introduction of an Axle load control system. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:

**1. SNC Lavalin International Inc**

**Address:** 455 René-Lévesque  
Blvd. West  
Montreal, Quebec  
Canada H2Z 1Z3  
**Tel:** 514-393-1000;  
**Fax:** 514-866-0795;  
**E-mail:** Rakesh.Bhatnagar@snclavalin.com

**2. Swedish National Road Consulting AB**

**Address:** Hemvarngsg 17, Box 4021  
SE-171 04 Solna, Sweden  
**Tel:** +46 8-799 79 80;  
**Fax:**+46 8-29 46 89;  
**E-mail:** sweroad@sweroad.se

**3. WS Atkins (United Kingdom)**

**Address:** Euston Tower, 286 Euston Road  
London NW 1 3AT  
**Tel:** +44 (0)1905 338247.  
**E-mail:** info@atkinsglobal.com

**4. Mott MacDonald**

**Address:** St Anne House, Wellesley Road,  
Croydon, Surrey CR9 2UL United Kingdom  
**E-mail:** marketing@mottmac.com

**5. Pöyry Infra AG**

**Address:** Hardturmstrasse 161, P.O. Box  
CH-8037 ZURICH  
Switzerland

**Tel.** +41 44 355 5555  
**Fax** +41 44 355 5556  
**E-mail:** infra.ch@poyry.com

**6. Finnroad (Finland)**

**Address:** Opastinsilta 12 H, K1-floor,  
00521 Helsinki, Finland  
**Tel:** +358 207 545 810  
**E-mail:** info@finnroad.fi

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

4. A firm will be selected under LCS and procedures described in this RFP, in accordance with the policies of the International Development Association (IDA) detailed in the Guidelines - Selection and Employment of Consultants by World Bank Borrowers which can be found at the following website: [www.worldbank.org/procure](http://www.worldbank.org/procure).
5. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Forms of Contract
6. Please inform us in writing at the following address MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova, or at the following e-mail [usatii@asd.md](mailto:usatii@asd.md) upon receipt:
  - (a) that you received the Letter of Invitation; and
  - (b) whether you will submit a proposal alone or in association.

Yours sincerely,

**Vitalie Panurco**  
**Chief-Manager**

## Section 2. Instructions to Consultants

### 1.

#### Definitions

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

RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## **1. Introduction**

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

## **Conflict of Interest**

- 1.6 Bank policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
  - 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

### **Conflicting**

- (i) A firm that has been engaged by the Client to

**activities**

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

**Conflicting assignments**

- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

**Conflicting relationships**

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

- 1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification

of the Consultant or the termination of its Contract.

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

**Unfair  
Advantage**

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

**Fraud and  
Corruption**

1.7 The Bank requires that all Borrowers (including beneficiaries of Bank loans), as well as Consultants participating in Bank-financed projects adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Bank:

- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;
  - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect

the execution of a contract.

- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation.
- (d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that, in contracts financed by the Bank, a provision be included requiring Consultants to permit the Bank to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the Bank.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

**Origin of Goods and Consulting Services**

1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

- (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or
- (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country

prohibits any imports of goods from that country or any payments to persons or entities in that country.

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| <b>Only one Proposal</b>                               | 1.11 | Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.  |
| <b>Proposal Validity</b>                               | 1.12 | The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. |
| <b>Eligibility of Sub-Consultants</b>                  | 1.13 | In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.  |
| <b>2. Clarification and Amendment of RFP Documents</b> | 2.1  | Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.   |
|  | 2.2  | At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.   |
| <b>3. Preparation of Proposals</b>                     | 3.1  | The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client,  |

shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

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

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

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

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

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

#### **Language**

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

#### **Technical Proposal Format and Content**

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted.

Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The

work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.

**(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).**

- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

### **Financial Proposals**

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

### **Taxes**

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will

be discussed at contract negotiations, and applicable amounts will be included in the Contract.

3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

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

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

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

4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan/TA number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the Data Sheet*]". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal

non-responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

## **5. Proposal Evaluation**

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection".

### **Evaluation of Technical Proposals**

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

### **Financial Proposals for QBS**

5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions

### **Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)**

5.4 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the

opening of Financial Proposals is optional.

- 6. Negotiations**
- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- Technical negotiations**
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.
- Financial negotiations**
- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
- Availability of Professional staff/experts**
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and

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

## Instructions to Consultants

### Data Sheet

Paragraph Reference	
1.1	Name of the Client: <u>The State Road Administration</u>  Method of selection: <u>QCBS</u>
1.2	Financial Proposal to be submitted together with Technical Proposal: <b>Yes <u>X</u> No ___</b>  Name of the assignment is: <b>Design and Implementation of an Axle Load Control System.</b>
1.3	A pre-proposal conference will be held: Yes ___ <b>No <u>X</u></b>
1.4	The Client will provide the following inputs and facilities: <b>As per detailed description in the Terms of Reference attached hereto.</b>
1.6.1 (a)	The Client envisages the need for continuity for downstream work: Yes ___ <b>No <u>X</u></b>
1.12	Proposals must remain valid 90 days after the submission date, i.e. until: <b>April 22, 2009</b>
2.1	Clarifications may be requested not later than 15 days before the submission date.  The address for requesting clarifications is: Address: <b>MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova</b> Telephone: <b>(+373 22) 22 11 14</b> Facsimile: <b>(+373 22) 74 12 19</b> E-mail: <b>usatii@asd.md</b>
3.1	Proposals shall be submitted in the following language: <b><u>English</u></b>
3.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: Yes ___ <b>No <u>X</u></b>
3.3 (b)	The estimated number of professional staff-months required for the assignment is <b><u>20.</u></b>

<b>3.4</b>	The format of the Technical Proposal to be submitted is: <b>FTP <u>X</u></b> , or STP ____ .																																
<b>3.4 (g)</b>	Training is a specific component of this assignment: <b>Yes <u>X</u></b> No ____																																
<b>3.6</b>	(i) Cost of printing and dispatching of the reports to be produced for the Services.																																
<b>3.7</b>	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes ____ <b>No <u>X</u></b>																																
<b>3.8</b>	Consultant to state local cost in the national currency: Yes ____ <b>No <u>X</u></b>																																
<b>4.3</b>	Consultant must submit the original and <b>3 (three)</b> copies of the Technical Proposal, and the original of the Financial Proposal.																																
<b>4.5</b>	The Proposal submission address is: <b><u>MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova</u></b> Proposals must be submitted no later than the following date and time: <b><u>January 22, 2009; 10:00 a.m.</u></b>																																
<b>5.2 (a)</b>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">10</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">20</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (ii):</td> <td style="text-align: right;">40</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Team Leader / Institutional Support Specialist</td> <td style="text-align: right;">20</td> </tr> <tr> <td style="padding-left: 20px;">b) Axle Load Control Specialist</td> <td style="text-align: right;">20</td> </tr> <tr> <td style="padding-left: 20px;">c) Legislative Specialist</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (iii):</td> <td style="text-align: right;">50</td> </tr> </tbody> </table> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three subcriteria and relevant percentage weights:</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">60%</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right;">10%</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultants relevant to the assignment:	10	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	20	b) Work plan	10	c) Organization and staffing	10	Total points for criterion (ii):	40	(iii) Key professional staff qualifications and competence for the assignment:		a) Team Leader / Institutional Support Specialist	20	b) Axle Load Control Specialist	20	c) Legislative Specialist	10	Total points for criterion (iii):	50	1) General qualifications	30%	2) Adequacy for the assignment	60%	3) Experience in region and language	10%	Total weight:	100%
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Total weight:	100%																																
	The minimum technical score $S_t$ required to pass is: <b><u>80</u></b> Points [ <i>eighty</i> ]																																

5.2 (b)	Not applicable.
5.6	<p>The single currency for price conversions is: <b><u>Moldovan Leu</u></b></p> <p>The source of official selling rates is: <b><u>National Bank of Moldova</u></b></p> <p>The date of exchange rates is: <b><u>Date of financial proposal opening</u></b></p>
5.7	<p>The formula for determining the financial scores is the following:  <b><math>S_f = 100 \times F_m / F</math></b>,  in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p> <p>The weights given to the Technical (<math>T_p</math>) and Financial (<math>F_p</math>) Proposals are:  <math>T_p = 0.8</math>, and  <math>F_p = 0.2</math></p>
6.1	<p>Expected date and address for contract negotiations:</p> <p><b><u>February 12, 2009</u></b>  <u>MD-2004, Bucuriei str. 12 A, Chisinau, Republic of Moldova</u></p>
7.2	<p>Expected date for commencement of consulting services  <b><u>March 26, 2009</u></b>  at: Chisinau, Republic of Moldova.</p>

### **Section 3. Technical Proposal - Standard Forms**

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

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

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience  
A Consultant's Organization  
B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client  
A On the Terms of Reference  
B On the Counterpart Staff and Facilities

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

TECH-5 Team Composition and Task Assignments

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

TECH-7 Staffing Schedule

TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

---

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope<sup>1</sup>.

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

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

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

2 [Delete in case no association is foreseen.]

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**FORM TECH-2 CONSULTANT’S ORGANIZATION AND EXPERIENCE**

---

**A - Consultant’s Organization**

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

## B - Consultant's Experience

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

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

Firm's Name: \_\_\_\_\_

---

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE  
AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

---

**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

## **B - On Counterpart Staff and Facilities**

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

## FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

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

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

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

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



## FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

---

- 1. Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_
- 2. Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_  
\_\_\_\_\_
- 3. Name of Staff** [*Insert full name*]: \_\_\_\_\_
- 4. Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
- 5. Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_  
\_\_\_\_\_
- 6. Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_
- 7. Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_  
\_\_\_\_\_
- 8. Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_  
\_\_\_\_\_
- 9. Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_  
\_\_\_\_\_
- 10. Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:
- From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_
- Employer: \_\_\_\_\_
- Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p>[<i>List all tasks to be performed under this assignment</i>]</p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p>[<i>Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.</i>]</p>
--	---

	Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
--	---

**13. Certification:**

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

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

Full name of authorized representative: \_\_\_\_\_

### FORM TECH-7 STAFFING SCHEDULE<sup>1</sup>

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

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

Full time input  
 Part time input

**FORM TECH-8 WORK SCHEDULE**

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

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

## Section 4. Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

*[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]*

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

## FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

---

**FORM FIN-2 SUMMARY OF COSTS**


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<i>Item</i>	<b>Costs</b>			
	<i>[Indicate Foreign Currency # 1]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 3]<sup>1</sup></i>	<i>[Indicate Local Currency]</i>
Total Costs of Financial Proposal <sup>2</sup>				

1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.

2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

### FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY<sup>1</sup>

<b>Group of Activities (Phase):</b> <sup>2</sup>  _____	<b>Description:</b> <sup>3</sup>  _____			
<i>Cost component</i>	<b>Costs</b>			
	<i>[Indicate Foreign Currency # 1]</i> <sup>4</sup>	<i>[Indicate Foreign Currency # 2]</i> <sup>4</sup>	<i>[Indicate Foreign Currency # 3]</i> <sup>4</sup>	<i>[Indicate Local Currency]</i>
Remuneration <sup>5</sup>				
Reimbursable Expenses <sup>5</sup>				
Subtotals				

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



**FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES**

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	Per diem allowances	Day	
	International flights <sup>3</sup>	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [ <i>Insert place</i> ] and [ <i>Insert place</i> ]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel <sup>4</sup>		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

## Section 5. Terms of Reference

### Consultancy Services for the Design and Implementation of an Axle Load Control System

## Background

### *1.1 General*

The Government of Moldova, represented by the Ministry of Construction and Territorial Development (MCTD), is implementing a **Road Sector Program Support Project (the Project)** from 2007 to 2010. The Project is being financed by the World Bank (WB), European Bank for Reconstruction and Development (EBRD) and European Investment Bank (EIB), together referred to as International Financial Institutions (IFI). The project is in direct support of the Government's overall Road Sector Program, and is being implemented for the MCTD by the State Road Administration (SRA). The project is financed through three separate financing agreements signed between the Government of Moldova on one side, and IDA, EBRD and EIB on the other. IDA will provide an amount equivalent to US\$16 million, in the form of a Specific Investment Loan (SIL). EBRD and EIB will each contribute EUR 12,5 million as the first tranches. Upon successful completion of the first tranches, EBRD and EIB will each contribute EUR 17,5 million as the second tranches. The Government of Moldova has negotiations with such donors as USAID/Millennium Challenge Corporation and European Community, which could add their contribution to project financing.

### *Objective of the project*

The development objective of the proposed project is to *reduce road transport costs for road users* in Moldova, by improving the condition and quality of its road network and the way it is managed. This project objective is being achieved by:

- a. *Road Network Recovery Component*: Rehabilitation of about 200 km of main roads and thereby reducing road user costs in the short term.
- b. *Institutional Strengthening Component*: Improving the capacity of the SRA to manage effectively the road network under its responsibility, and to carry out road maintenance, rehabilitation, and investment programs in an efficient and transparent manner. This should lead to a reduction of road user costs in the longer term.

The project has two components. The first component focuses on physical road rehabilitation. The second component will support the implementation of various institutional and other measures which will also be included in the Action Plan of the Transport Sector Strategy.

**Component 1: Road Network Recovery** consists of physical road works and of consulting and other services directly related to those works, such as feasibility studies (technical and economic), detailed engineering design, preparation of bidding documents and supervision of works. This component will absorb about 90 percent of project resources. The type of works to be carried out through the project can be characterized as localized repair, periodic maintenance and rehabilitation.

**Component 2: Institutional Support.** This component aims at strengthening the Government's capacity to manage and maintain the network of National roads. It will provide various types of support to the Government towards the implementation of institutional, legal and other measures which will be included in the Transport Sector Strategy Action Plan. The most important activities will be (i) the creation of a reliable financing mechanism for road maintenance; (ii) the strengthening of SRA's capacity to efficiently manage and maintain the roads under its responsibility and to manage investment programs for road rehabilitation; and (iii) *the implementation of a system designed to curb the circulation of overloaded trucks*. Other activities may be included, depending on the availability of resources under the project. The component will most likely consist of advisory services to be provided by specialized local and foreign consultants (technical, institutional and legal), training and the purchase of some equipment.

### *Project implementation*

The Project is being implemented by the SRA under the general supervision and responsibility of the MCTD. SRA's responsibilities include procurement, financial management, contract management, project and program monitoring and evaluation, and reporting. To strengthen SRA's capacity to carry out those functions, local specialists have been recruited under consultant contracts, through a competitive selection process. These are in the areas of procurement, financial management, environment and contract management.

## **Objectives of Services**

A good part of Moldova's road network was designed for axle loads of about six to eight tons. Today's legal axle load limit in Moldova is however ten tons for paved Roads and six to eight tons for other roads, and it is certain that many trucks circulate with axle loads significantly higher than that. This is particularly evident on roads leading to and from cement factories, quarries, mines, steel plants, etc. The lack of investment and maintenance of Moldova's roads over the past 15 years has led to a weakening of existing road structures, and thus to a high vulnerability of roads to structural damage due to overloading of trucks. This should normally be countered through a system of axle load controls and the imposition of substantial fines for overloading. However, the only public vehicle weight stations in Moldova are at the borders, and they are used exclusively to determine transit fees for trucks, but this does not ensure the protection of the road network.

The Road Sector Program Support Project will support the implementation of an Axle Load Control System. The future system should be able to detect overloaded vehicles and impose fines and other deterrents to vehicle overloading. The design of the system must include the introduction of an adequate legal framework to cover axle load controlling in Moldova, and a road user awareness campaign. In addition, in order to avoid the Axle Load Control System becoming a source of corruption, adequate anti-corruption measures are to be incorporated into the system following "best practice" methods. These measures, as well as the entire axle load control system should be put in place in consultation with major road users, such as truckers associations, and also with operators of industries that are sources of heavy cargo such as cement and steel.

## Scope of work

The main objective of the assignment is to design and support the implementation of the Axle Load Control System in the Republic of Moldova.

The activities to be carried out within the framework of this assignment include the following:

- Activity 1. Review of the current situation;
- Activity 2. Design of the Axle Load Control System for Moldova; including functional and technical specifications;
- Activity 3. Detailed proposal for necessary modifications of the existing legislation;
- Activity 4. Preparation of Guidelines and Action Plan for implementing the Axle Load Control System;
- Activity 5. Support to the Government during the initial implementation Stage.

### Description of activities

#### **Activity 1: Review the current situation**

The Consultant will study and describe the current situation in the Republic of Moldova concerning the circulation of overloaded vehicles. This activity will also include (i) the review of the local legislation with the purpose to identify weaknesses and deficiencies which would impede and effective axle load control, and (ii) the present institutional responsibilities related to vehicle weighing and axle load control.

The result of this stage will be a report describing the current situation in Moldova in the field of axle load control. The report will include detailed information on the following topics:

- i) the institutions responsible for axle load control, their rights and obligations, subordination, facilities etc;
- ii) maximum allowed axle load limits for different types of roads and urban streets;
- iii) existing procedures and rules of the detection of overloaded vehicles;
- iv) dues or tariffs for overload/oversize licenses for vehicles with the axle loads exceeding the admitted limits, the procedures of obtaining of such licenses, the methods of calculations of such dues and their use;
- v) fines applicable for overloading including the methods of calculation, the procedures of imposition and payment of such fines;
- vi) detailed information about vehicle weighing carried out today (including where, by whom and for which purpose, equipment used, etc.). This should include vehicle weighing carried out at private facilities and plants, customs, etc. For this purpose the consultant will collect all available information and statistics relating to truck weights from weighing stations at borders and within Moldova (cement and steel plants, grain and other agricultural storage sites, etc.).

The Consultant will provide a detailed analysis of the current situation, describing as much as possible the magnitude of the problem, and describing the weaknesses in the current system which need to be addressed in Activity 2 – Design of the axle load control system.

## **Activity 2: Design of the Axle Load Control System for Moldova**

The Consultant will design the Axle Load Control System. The design of the System will include the following stages:

### **Stage 1 – Initial design (system outline)**

(i) *Initial informal consultations with the stakeholders* (Government, road authorities, transportation associations, traffic police and others) in order to obtain a clear picture of the views, expectations and considerations of all stakeholders involved in the road freight industry. These initial consultations will be informal, through interviews with the various stakeholders.

(ii) *System outline for decision-making.* The consultant will describe the various options for a suitable axle load control system in Moldova. The options are both technical (fixed weighbridges, mobile brigades, combination of both, etc.) and institutional (roles and responsibilities). The options should include the possibility to include existing vehicle weighing facilities and procedures (public and private) in the system, and also the possibility to include stakeholders (especially truckers, associations and cargo-generating industries) in the monitoring of the system as much as possible. The consultant will describe advantages, disadvantages and cost implications (initial estimates for investment and operation costs) of each option.

(iii) *Formal Consultations on the Axle Load Control System.* The consultant, with the support from the Ministry of Transport and the State Road Administration, will carry out a formal consultation meeting during which the various options will be presented and discussed. The meeting should serve to obtain the views and suggestions of the various stakeholders.

**After the formal consultations are completed, the Government will inform the consultant about its decision concerning the preferred option for an axle weight control system. This decision will be given to the consultant in writing, and will constitute the basis for the Stage 2 of the design process.**

### **Stage 2 – Detailed design**

Based on the Government's decision on the preferred option (see above) the consultant will proceed to prepare the detailed functional and technical design of the axle load control system. The system will be described in a document that will include:

- *Functional description of the system.* This will describe the roles and responsibilities of each participant in the system (including public and private entities), and an overall description how the system will function.
- *Technical description of the System.* This will include the description of the types of equipment to be used and their general specifications, staff requirements, procedures of weighting and other operations, software requirements and other general requirements, and any other relevant technical details that may be needed to fully define and understand the System by the stakeholders.

- *Control of effectiveness and monitoring.* One key element for controlling the System's performance should be a method for monitoring its effectiveness. It should contain methods, procedures and timing for the evaluation of the effectiveness of the Axle Load Control System. A detailed set of criteria and methods of their evaluation should be developed in order to perform an accurate control of effectiveness. As much as feasible and appropriate, the effectiveness of the system should be evaluated at different levels including National, by Region and by road. The evaluation should include criteria that are considered essential. Organisations and institutions responsible for the determination of the effectiveness should be set out in the proposed Laws and/or Regulations.
- *Overload Licenses.* These will be required on an exceptional basis for heavy vehicles with axle loads exceeding the admitted limits. The detailed description of procedures of obtaining such licenses is to be provided including but not limited to the following points: maximum possible overload, fees due for such licenses (including methods of calculation and payment procedures), and conditions to be included the licenses (permitted routes, marking and signing, and other relevant factors).
- *Fines for overloading.* The System should define the fines to be levied and any other deterrents for overloaded vehicles, such as vehicle detention and weight reduction before release. The threat of fines and vehicle detention will be the main tools to encourage adherence to the Laws and Regulations regarding vehicle loads. The System should include methods of calculation, rules and procedures of the imposition of fines and detention for overloaded vehicles. The target for penalties within the System should also be defined, and may include drivers, the agent responsible for the overloading, or the vehicle owners.
- *Temporary restrictions.* The System will also cover temporary restrictions for a limited period in such cases as weak bridges, high temperatures, winter weather conditions and other such reasons. This will include detailed description of the methods for introducing temporary restrictions, procedures and the application of such measures.
- *Anti-corruption measures.* Special attention is to be given to anti-corruption measures, to avoid the Axle Load Control System becoming a source of corruption. The anti-corruption measures should include formal mechanisms for the involvement of road users and other stakeholders in the monitoring and control of the system, including mechanisms for complaints and conflict resolution.
- *Detailed cost estimate.* The consultant will prepare a detailed cost estimate for the system, including both investment and recurrent operation costs.
- *Detailed specifications for the axle load equipment.* The Consultant will provide detailed specifications for the equipment to be procured for the system to be fully functional. This task will be required at an early stage to allow procurement of the equipment by the SRA in time for use on the initial implementation stage to be supported by the consultant.

### **Activity 3: Detailed proposal for necessary modifications of the existing legislation**

The Consultant will prepare recommendations on modifying the existing legislation and regulations if necessary, to cover all the activities specified by the Axle Load Control System. The consultant will present the draft text of the needed legislation. The Consultant will take account of the views of stakeholders and will consult with them before finalizing any recommendations or draft texts. However, it is noted that the Client is responsible for undertaking all necessary actions for the adoption of the proposed modifications by the appropriate authorities including the Government, the Parliament and other authorities.

### **Activity 4: Preparation of Guidelines and Action Plan for implementing the Axle Load Control System**

The “Axle Load Control System” Guidelines will advise in detail on all aspects of the implementation of the Axle Load Control System operations, procedures and management. The Guidelines should include among others the following main topics:

- *Locations of the overload control facilities.* If the system includes fixed locations for weighing equipment or others, the methods and criteria for the selection of such fixed locations for the fixed facilities should be provided, and the actual locations proposed. The technical requirements such as terrain size and lay-out, signing, marking and all other aspects should be provided.
- *Teams.* This will include the definition of the number and composition of the Control Teams, the roles of their members, requirements for training and all other aspects.
- *Procedures.* The detailed description of all procedures for the axle load control including:
  - (i) On-site operations: vehicle weighing and registration procedures, overload registration and fine imposition, etc. ;
  - (ii) Office operations: planning, data registration, processing, analysis, storing, reporting.

*Action Plan:* The Consultant will also develop an integrated Action Plan for the implementation of the Axle Load Control System. The action plan will be concentrated on the rapid start-up of the System with due regard of the time-frames (including main checkpoints) and budgeting. Major risks that could influence implementation should be identified.

The Action Plan should cover all requirements necessary to start implementing the System and extend the System throughout Moldova. Apart from the System, its Guidelines and the equipment specifications, the Action Plan will take into account the need for a public awareness campaign, training (both for site selection and System operation), budgeting, initial setting up, implementation of a Pilot Scheme, and the subsequent approach to full country-wide System implementation.

## **Activity 5: Support during the implementation of the Pilot Stage**

The Consultant will advise the Government during the initial period of implementation of the system. This will include general support and advice, but also the following specific tasks:

- Design of materials for *a Public awareness campaign to be conducted*. It is a general lack of awareness among the public at large and the heavy vehicles operators in particular of the need for overload control and the negative effects on the Moldova economy due to the damage caused to existing road infrastructure due to overloaded vehicles. The Consultant will assist SRA in the preparation and implementation of such a campaign, including preparation of materials and attendance at public campaign presentations.
- *Setting-up and testing of the System*. The Consultant will assist the Client in at the initial phase of the implementation by providing assistance at the setting-up of the System. This includes the assistance at the selection of the locations for the axle load control facilities, the assistance during the testing of the System (this could be done in the framework of a pilot project for a limited area in order to test all components of the System in real conditions) and assistance for adjusting the System after the results of testing are known.

The Consultant will prepare the Final Report on the assignment after completion of Activity 5. This should include analysis of the Pilot Stage indicating possible risks and providing further recommendations if required.

## **Estimated organizational setup of the assignment, staffing and schedule**

### **Team Composition**

The Consultant is solely responsible for proposing an organizational setup of the assignment which in his view is appropriate for carrying out the assignment, fulfilling the Terms of Reference and producing the required outputs.

It is expected that the Consultant shall provide a team of international experts who will carry out key posts of the work; those experts shall have significant experience in the fields of (i) institutional reforms, (ii) axle load control systems and (iii) modification of legislation. The team can include professionals from Moldova and/or the sub-region in order to provide the local knowledge needed to carry out the assignment, and to ensure excellent communications and report writing in the Romanian language. The Consultant's Team Leader is likely to work full-time in Moldova on the project due to the program. Use of Sub-Consultants will require Client approval and use of local consultants and sub-contractors is not precluded for some specific work items and support services, subject to Client approval.

### **Minimal team required**

The Consultant's team should comprise of the following Key Personnel as a minimum:

- (i) one Team Leader / Institutional Support Specialist;
- (ii) one Axle Load Control Specialist;
- (iii) one Legislative Specialist.

In addition to the minimal required team of Key Personnel mentioned above, additional technical and support staff may be required to complete the assignment.

The numbers and man-months for all staff shall be included in the technical proposal and the costs in respect of these personnel are to be included in the financial proposal. **There is a minimum of 20 man-months for Key personnel.**

### **Required inputs**

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

#### **(a) Team Leader / Institutional Support Specialist;**

##### Credentials:

The specialist will have at least fifteen (15) years of experience in institutional support projects (preferable in road sector). The specialist shall demonstrate experience of similar posts on at least three projects of similar complexity. This will include liaison with Clients, other stakeholders including the Public, project management skills and ability to perform within tight dead-lines, as well as the necessary institutional and technical expertise. The specialist will have a broad international experience and a good working knowledge of the English language.

##### Job description:

The Team Leader / Institutional Support Specialist shall:

- manage the Consultant's team;
- be responsible for preparing, implementing, monitoring and revising the programme of activities of the team;
- be responsible for all team activities including logistics;
- monitor and ensure that the services are carried out in accordance with the Terms of Reference;
- produce the required reports and documents.

#### **(b) Axle Load Control Specialist;**

##### Experience:

The specialist will have at least ten (10) years of experience in axle load control and at least several years of international experience. The specialist should have experience both in design and operation of axle load control systems, and in axle load measurements. The specialist shall have a good working knowledge of the English language.

##### Job description:

The Axle Load Control Specialist shall provide expertise for all matters concerning the technical and organizational part of the Axle Load Control System, including evaluation of

the existing situation, development and design of the System, preparation of the Axle Load Control System Guidelines, preparation of specifications for the axle load equipment, and System testing.

### **(c) Legislative Specialist;**

#### Experience:

The specialist will have at least ten (10) years of experience in the legislative area, especially in analysis and modification of legislation. Experience in the CIS region, preferably in the Republic of Moldova, in this field is required. The specialist shall have a good working knowledge of the English language.

#### Job description:

The Legislative Specialist shall provide expertise for all legislative matters concerning analysis and modification of the axle load control legislation.

### **Time frame**

It is planned that the assignment shall be carried out within a period of eight (8) months. When proposing the team members, the Consultant should ensure that all staff proposed are available in time and are aware of the required length of stay in Moldova.

## **REPORTING**

### **The following are reporting requirements:**

	<b>Reports</b>	<b>Timeframe</b>
1	<b>Inception Report</b> showing the Consultant's staff mobilization schedule, time reporting systems, establish the communication procedures with the employer.	within 2 weeks *
2	<b>Evaluation Report</b> (see Activity 1)	within 2 months *
3	<b>Detailed Equipment Specifications</b> (see Activity 6)	within 3 months *
4	<b>Report on the proposed Axle Load Control System</b> (see Activity 2)	within 4 months *
5	<b>Recommendations on the modifications of the existing legislation</b> (see Activity 3)	within 4 months *
6	<b>Axle Load Control System guidelines and Integrated Action Plan for the implementation of the Axle Load Control System</b> (see Activity 4)	within 5 months *
7	<b>Final Report</b> (see Activity 5)	within 8 months *

\* of the Effective Date

## **Report languages and presentation**

All reports and documents must be presented in both English and Romanian languages. When finalized, 3 hard copies and an electronic copy of all required reports and documents shall be submitted in each language. Data tables may be presented with bilingual text. Translations are to be submitted within 1 week of submission of the English version. Electronic versions of reports will use standard software, such as Microsoft WORD & EXCEL and Adobe Reader, and be consolidated in one file for ease of printing.

During the preparation of the study the Consultant must keep the Government, SRA, and the World Bank, informed of progress and of any issues arising that may delay timely completion.

To expedite the review and comments, all reports will be sent electronically to SRA and the World Bank simultaneously. Reports and documents should be limited to 50 pages where possible, to avoid delays in translation and Client feed-back. Additional information may be included in annexes.

## **Services to be provided to the consultant**

The Client will provide a Senior member of staff to supervise, monitor and co-ordinate all activities under the assignment. This will include ensuring that the Consultant will receive the necessary co-operation from stakeholders.

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

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

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

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

## **PAYMENT MODALITIES**

Payment of the lump-sum fee will be as follows:

- 10 % upon acceptance of the draft Inception Report;
- 10 % upon acceptance of the draft Evaluation Report;
- 20 % upon acceptance of the draft proposed Axle Load Control System;
- 20 % upon acceptance of the draft Recommendations on the modifications of the existing legislation;
- 20 % upon acceptance of the draft Axle Load Control System Guidelines and the draft Integrated Action Plan for the implementation of the Axle Load Control System;
- 20% upon acceptance of the Final Report.

## **Section 6. Standard Forms of Contract**

The attached Form of Contract shall be used.

**CONTRACT FOR CONSULTANTS' SERVICES**

**Lump-Sum**

between

**S.E. State Road Administration**  
[name of the Client]

and

\_\_\_\_\_  
[name of the Consultant]

Dated: \_\_\_\_\_

## I. Form of Contract

### LUMP-SUM

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

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

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

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a credit from the International Development Association (hereinafter called the “Association”) towards the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood (i) that payments by the Association will be made only at the request of the Client and upon approval by the Association, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the credit, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the credit or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices:
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub-Consultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency
    - Appendix E: Breakdown of Contract Price in Local Currency \_\_\_ Not used
    - Appendix F: Services and Facilities Provided by the Client
    - Appendix G: Form of Advance Payment Guarantee
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

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

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*[Authorized Representative]*

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

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*[Authorized Representative]*

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

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

*[name of member]*

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*[Authorized Representative]*

*[name of member]*

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*[Authorized Representative]*

## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.
- (c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Client’s country.
- (j) “Local Currency” means the currency of the Client’s country.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the

Consultant subcontracts any part of the Services.

(q) "In writing" means communicated in written form with proof of receipt.

**1.2 Law Governing Contract**

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

**1.3 Language**

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

**1.4 Notices**

**1.4.1**

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

**1.4.2**

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

**1.5 Location**

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

**1.6 Authority of Member in Charge**

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

**1.7 Authorized Representatives**

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

**1.8 Taxes and Duties**

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

**1.9 Fraud and Corruption**

**1.9.1 Definitions**

It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as Consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;
  - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- 1.9.2 Measures to be Taken**
- (b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
  - (c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;
- 1.9.3 Commissions and Fees**
- (d) will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2.

3.

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

**2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

**2.4 Modifications or Variations** 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.

## **2.5 Force Majeure**

**2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

## **2.6 Termination**

**2.6.1 By the Client** The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days’ written notice of termination to the Consultant, and sixty (60) days’ in the case of the event referred to in (e).

(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the

Contract.

- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) 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 comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

**2.6.2 By the Consultant**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

**2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

**3.1.1 Standard of Performance**

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

#### 3.2 Conflict of Interests

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

**3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.**

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents

of either of them similarly shall not receive any such additional payment.

- 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) 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 have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C, and
  - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
  - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
  - (b) The Consultant may retain a copy of such documents and software.

Restrictions about the future use of these documents, if any, shall be specified in the SC.

- 3.8 Accounting, Inspection and Auditing** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and/or the Bank, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.

#### 4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
  - (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
  - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### 5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the

**Law Related to Taxes and Duties** 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, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

**5.3 Services and Facilities** The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

## **6. PAYMENTS TO THE CONSULTANT**

**6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

**6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

**6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

**6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

**6.5 Interest on Delayed Payments** If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

## **7. GOOD FAITH**

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

## 8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

### III. Special Conditions of Contract

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

	<p>Services;</p> <p>(b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:</p>
	<p>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and</p> <p>(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.</p>
2.2	The date for the commencement of Services is <b><u>March 26, 2009.</u></b>
2.3	The time period shall be <b><u>8 months.</u></b>
3.4	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of USD10,000;</p> <p>(b) Third Party liability insurance, with a minimum coverage of USD10,000;</p> <p>(c) professional liability insurance, with a minimum coverage of contract amount equivalent;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance</p>

	<p>with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<b>3.7 (b)</b>	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
<b>5.1</b>	Not applicable.
<b>6.2(a)</b>	The amount in foreign currency or currencies is <i>[insert amount]</i> .
<b>6.2(b)</b>	The amount in local currency is <i>[insert amount]</i> .
<b>6.4</b>	<p>The accounts are:</p> <p>for foreign currency or currencies: <i>[insert account]</i></p> <p>for local currency: <i>[insert account]</i></p> <p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>○ 10 % upon acceptance of the draft Inception Report</li> <li>○ 10 % upon acceptance of the draft Evaluation Report</li> <li>○ 20 % upon acceptance of the draft proposed Axle Load Control System</li> <li>○ 20 % upon acceptance of the draft Recommendations on the modifications of the existing legislation</li> <li>○ 20 % upon acceptance of the draft Axle Load Control System Guidelines and of the draft Integrated Action Plan for the implementation of the Axle Load Control System</li> <li>○ 20% upon acceptance of the Final Report.</li> </ul>
<b>6.5</b>	The interest rate is: 0.05%.
<b>8.2</b>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the</p>

	<p>Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland for a list of not fewer than five 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 one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the International Chamber of Commerce, Paris.</p>
	<p>(c) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the International Chamber of Commerce, Paris to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their Members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their Members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their Members' or</p>

	<p>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> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Switzerland;</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(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.</p>

## IV. Appendices

### APPENDIX A – DESCRIPTION OF SERVICES

**Note:** Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

(Description of services will be subsequently transferred from the ToR).

### APPENDIX B - REPORTING REQUIREMENTS

**Note:** List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

(Reporting requirements will be subsequently transferred from the ToR).

### APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

**Note:** List under:

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

(Key Personnel will be subsequently transferred from the selected consultant's technical proposal).

### APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

**Note:** List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenses.

*This appendix will exclusively be used for determining remuneration for additional services.*

(Breakdown of contract price will be subsequently transferred from the selected consultant's financial proposal).

**APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY**

**Note:** List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

*This appendix will exclusively be used for determining remuneration for additional services.*

**APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

**Note:** List here the services and facilities to made available to the Consultant by the Client.

(Services and facilities will be subsequently transferred from the ToR and Consultant's Proposal).

**APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE**

**Note:** See Clause GC 6.4 and Clause SC 6.4.

### Bank Guarantee for Advance Payment

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Client]

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. [reference number of the contract] dated [insert date] with you, for the provision of [brief description of Services] (hereinafter called "the Contract").

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

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, <sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_

<sup>1</sup> 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.

<sup>2</sup> 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."

*[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*