

Revised Grant Agreement No: C20636/EBSF-2010-09-140REV

REVISED GRANT AGREEMENT

for

Kotayk Solid Waste Management - Environmental and Social Due Diligence

in

Armenia

between

Ministry of Urban Development

and

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

as Administrator of Grant Funds provided by EBRD Shareholder Special Fund under
the
EBRD Shareholder Special Fund

26 January 2011



REVISED GRANT AGREEMENT

Revised Grant Agreement No: **C20636/EBSF-2010-09-140rev**, dated 26 January 2011 between the **Ministry of Urban Development** (the "Client") of Government Building 3, Republic Square, YEREVAN, 0010, Armenia and **European Bank for Reconstruction and Development** (the "Bank") with its Headquarters at One Exchange Square, London EC2A 2JN, United Kingdom, an international financial institution formed under the Agreement Establishing the Bank signed in Paris on 29th May 1990, acting as administrator of the grant funds held in the EBRD - Canadian Technical Cooperation Fund 2006-2009 provided by the governments of various countries (the "Donor").

PREAMBLE

WHEREAS the Bank has been requested to consider providing technical co-operation for the following **Armenia: Kotayk Solid Waste Management - Environmental and Social Due Diligence** (the "Project").

WHEREAS COWI A/S (the "Consultant") has entered or intends to enter into a Consultancy Contract for provision of Services with the Client, (the "Consultancy Contract"), substantially in the form attached as Appendix B, for **Armenia: Kotayk Solid Waste Management - Environmental and Social Due Diligence** (the "Services");

WHEREAS the Consultant has agreed to provide the Services for the Project as they are defined in the Consultancy Contract on the terms and conditions set forth therein for a ceiling amount of **EUR 120,000.00**;

WHEREAS pursuant to a Technical Co-operation Fund Agreement between the Donor and the Bank, the Donor has approved and agreed to make available funds of up to **EUR 120,000.00** on a grant basis (the "Grant") to finance the Services of the Consultant on the terms and conditions hereinafter set forth;

WHEREAS the Bank has agreed to administer the Grant on the terms and conditions set forth;

NOW THEREFORE the parties agree the following express terms:

ARTICLE I - Definitions

1.01 Definitions and Interpretation

Wherever used in this Agreement, unless the context otherwise requires, the following capitalised terms shall have the meanings ascribed below:

- a) **Bank or EBRD:** means European Bank for Reconstruction and Development.
- b) **Budget Breakdown:** means (i) in a Fee Based Contract, the schedule, which itemises rates, per diem allowances and the provision for any reimbursable expenses and (ii) in a Lump Sum Contract, it is the schedule on which the Maximum Contract Amount is expressed on an all-inclusive payment basis.
- c) **Client:** means the party to whom the Services under the Consultancy Contract shall be delivered.
- d) **Consultant:** means the party who will perform the Services.
- e) **Consultancy Contract:** means the agreement entered, or to be entered, into between the Client and the Consultant for the performance of the Services, including all attachments thereto and all documents incorporated therein.
- f) **Country of Assignment:** means the country wherein the Services are to be provided and/or the country (ies) of the Client.
- g) **Donor:** means the provider of the Grant funds as specified in the Preamble of this Agreement
- h) **Fee Based Contract:** means a contract under which the Services are provided on the basis of chargeable time at a fixed fee rate.
- i) **Grant:** means the amount of funds to be made available by the Donor to the Bank, as administrator, for the purposes of financing the Consultancy Contract.
- j) **Grant Agreement:** means this Agreement and all appendices attached hereto as the same may be amended from time to time.
- k) **Lump Sum Contract:** means an agreement under which the Services are provided on the basis of an agreed all-inclusive payment.
- l) **Maximum Contract Amount:** means the maximum amount to be paid to the Consultant under a Consultancy Contract, including all fees, allowances and expenses.
- m) **Operation Leader:** means the Bank staff member responsible for monitoring the implementation of the Consultancy Contract on behalf of the Bank.
- n) **Services:** means the Services to be performed by the Consultant for the Client as set out in the Consultancy Contract.



- o) **Terms of Reference:** means the document prepared by the Client setting out its requirements and the objectives in respect of the provisions of Services, specifying where relevant the methods and resources to be used by the Consultant and/or the results to be achieved.

1.02 Interpretation

- (a) The headings in this Agreement are for convenience only and shall not affect its interpretation.
- (b) In this Agreement, reference to an Act is to such Act and to the regulations made pursuant to such Act as such Act and regulations may at any time be amended or modified and in effect, and to any act or regulations that may be passed that have the effect of supplementing or superseding such act or regulations.
- (c) In this Agreement, a reference to any gender includes a reference to all other genders, the singular number shall include the plural and vice versa and references to persons shall include bodies corporate, unincorporated associations and partnerships. Reference to a person shall include successors and permitted assigns.

ARTICLE II - The Grant

2.01 The Grant

- (a) The Bank agrees to make available to the Client, on the terms and conditions set forth in this Agreement, the Grant in an amount not to exceed EUR 120,000.00 or its equivalent.
- (b) The Grant will be applied solely to finance the Services during the term of engagement of the Consultant.

2.02 Disbursement

- (a) The Client and the Bank agree that the Bank shall be authorised to make disbursements direct to the Consultant on behalf of the Client.
- (b) The amount of the Grant will be disbursed by the Bank directly to the Consultant on behalf of and upon the instructions of the Client in accordance with the provisions of Article III of the Consultancy Contract.
- (c) Upon receipt of an invoice and supporting documents from the Consultant, submitted in accordance with the provisions of Schedule B of the Consultancy Contract, the Client shall without delay check, and verify the invoice and the satisfactory performance of those Services of the Consultant to which the invoice relate.

- (d) If those Services are found satisfactory, and Client is satisfied that the amounts charged in the invoice correspond to the amounts set out in Schedule B of the Consultancy Contract, the invoice, supporting documents and a statement (as set out in Appendix A to the Grant Agreement) certifying approval of the Services should then be forwarded to the Funds Financial Control Unit of the Bank for payment.

2.03 Taxes and Duties

- (a) The Client agrees that Grant funds shall not be used to finance any taxes (including any indirect taxes such as VAT) related to the Services or this Grant Agreement imposed under the laws and regulations which are in effect in the Country of Assignment.
- (b) The Client shall advise the Bank whether any indirect taxes (including VAT) are chargeable in respect of the Consultancy Contract.
- (c) The Client agrees that any indirect taxes (including VAT) payable shall be paid by the Client to the Consultant.
- (d) If any indirect tax (including VAT) is chargeable, when providing certification to the Bank under Clause 2.02 (d), the Client shall also certify its payment of indirect taxes (including VAT) payable on any previous invoice of the Consultant and undertake to pay the indirect tax (including VAT) on the current invoice.
- (e) Failure by the Client to pay any indirect tax (including VAT) may result in termination of this Agreement in accordance with Clause 5.03.

ARTICLE III - Execution of the Project

3.01 Co-operation and Information

- (a) The Bank and the Client shall co-operate fully with respect to the administration of the Consultancy Contract.

The Bank and the Client shall from time to time, at the request of either of them, exchange views with regard to the progress of the Project, the Services, the purposes for which the Grant is made, the performance of the Client's obligations under this Agreement, and the performance of the Client's and the Consultant's obligations under the Consultancy Contract and furnish to the other party all such relevant information as the other party shall reasonably request.

- (b) The Client shall promptly inform the Bank of any proposed change in the nature or scope of the Project, or the Services or the business or operations



of the Client and of any event or condition which might materially affect the carrying out of the Project, or the Services or the carrying on of the Client's business or operations.

- (c) Without prejudice to the generality of the foregoing, the Client shall not make any material variation, including any decision relating to assignment and sub-contracting, to the Consultancy Contract without obtaining the prior written consent of the Bank which consent will not be unreasonably withheld. In any event, all variations to the Consultancy Contract shall be notified to the Bank by the Client.

3.02 Records and Reports

- (a) The Client shall:
 - (i) maintain procedures and records adequate to record and monitor the progress of the Services (including their cost and the benefits to be derived from them), and to identify the Services financed out of the proceeds of the Grant, and will make such records available to the Bank's representatives on request of the Bank.
 - (ii) maintain accounts and financial statements (balance sheets, statements of income and expenses and related statements) necessary to monitor and record the progress of the Services, including costs and the benefits to be derived from such Services, and to furnish to the Bank upon request copies of such information in such detail as the Bank shall have reasonably requested.
 - (iii) enable the Bank's representatives at the Bank's request to visit any facilities included, or referred to, in the Project or the Consultancy Contract and to examine the Services financed out of the proceeds of the Grant and any plants, installations, sites, works, buildings, property, equipment, records and documents relevant to the performance of the obligations of the Client or the Consultant under this Agreement or the Consultancy Contract.
 - (iv) furnish to the Bank's representatives all such information as the Bank shall reasonably request concerning the Project and the Services, their cost and, where appropriate the benefits to be derived from them, and the expenditure of the proceeds of the Grant.
 - (v) furnish, or cause to be furnished, to the Bank's representatives promptly upon their preparation, any plans, specifications, reports, contracts, documents (including the deliverables under the Consultancy Contract) and any material modifications thereof or additions thereto, in such detail as the Bank shall reasonably request.
- (b) Promptly after completion of the Services, the Client shall prepare and furnish to the Bank a report in the specified language, of such scope and in such detail as the Bank shall reasonably request, on the execution and

operation of the Services, the cost and the benefits derived and to be derived from them, and the performance by the Client, the Consultant and the Bank of their respective obligations under the Grant Agreement and the Consultancy Contract, as the case may be.

- (c) All reports and records produced by the Client shall be created in Microsoft Word and/or Excel, be compatible with Acrobat and be provided in document and electronic form.

3.03 Confidentiality

Except with the prior written consent of the Bank, the Client shall not divulge nor cause or permit their agents or sub-contractors to divulge to third parties nor use for their own purposes any information relating to the Services, the Project or the Bank, including information regarding the financial terms of the Grant Agreement or Consultancy Contract. The Client may provide such data and information if required by law or applicable regulation, but only that portion of the data and information which, to the extent permitted by the relevant law or regulatory requirement is legally required to be furnished. If such a demand is made the Client shall promptly inform the Bank.

3.04 Conduct of Operations

Unless the Bank shall otherwise agree, the Client shall conduct its business and operations (including the operations of any subsidiaries) in accordance with internationally recognised sound administrative, technical, financial and environmental standards and practices under the supervision of qualified and experienced management assisted by competent staff in adequate numbers.

ARTICLE IV – Representation

4.01 Authorised Representative

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement shall be taken or executed:

- (a) on behalf of the Client by **Avag Hakobyan**, or a designated representative; and
- (b) on behalf of the Bank by the Director, C onsultancy & Corporate Procurement Department, or any authorised representative of the Bank.



4.02 Notices or Requests

Any notice, request or consent required or permitted to be given or made under this Agreement shall be in writing in the English language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail, or facsimile to such party at the following address:

For the Client: Address: Government Building 3, Republic Square
YEREVAN
0010
Armenia
Attention: **Avag Hakobyan**
Telephone: +37410 565131
E Mail: av.hakobyan@mud.am

For the Bank: Address: European Bank for Reconstruction and
Development
One Exchange Square
London EC2A 2JN, United Kingdom
Attention: **Levan Sharvadze**
 the "Operation Leader"
Facsimile: + 44 20 7338 6964
Email: sharvadl@ebrd.com

- (a) Notice will be deemed to be effective as follows:
- i) in the case of personal delivery or registered mail, on delivery; and
 - ii) in the case of email and facsimiles following confirmed transmission.
- (b) A party may change its address for the providing of Notices or Requests by giving the other party reasonable notice pursuant to this Clause.

ARTICLE V - Suspension and Termination

5.01 Client Notification

The Client shall promptly notify the Bank of the suspension or termination of the Consultancy Contract, or of any event that may lead to the suspension or termination of the Consultancy Contract.

5.02 Suspension of Disbursements

If any of the following events shall have happened and be continuing, the Bank may by written notice to the Client immediately suspend in whole or in part disbursements due thereafter to the Consultant in accordance with the terms of this Agreement:

- (a) the Bank shall have suspended disbursements from the loan or equity investment to the Client for the Project, if any.
- (b) the Consultancy Contract shall have been suspended or terminated in accordance with the terms of the Consultancy Contract.
- (c) the Client has failed to pay the element of indirect taxes (including any VAT) on Consultants invoices to the Consultant in a timely manner in accordance with the terms of the Consultancy Contract.
- (d) any other condition has arisen which, in the reasonable opinion of the Bank, interferes, or threatens to interfere, with the successful carrying out of the Services or the Project, or the accomplishment of the purposes of this Agreement.

5.03 Termination of this Agreement by the Bank

- (a) The Bank may by written notice to the Client terminate this Agreement if:
 - i. any of the conditions referred to in Clause 5.02 shall continue for a period of thirty (30) days after the Bank shall have suspended in whole or in part disbursements due to the Consultant and given written notice thereof to the Client; or
 - ii. the loan agreement or equity subscription agreement for the Project, if any or the Consultancy Contract shall have expired or been terminated in accordance with its terms; or
 - iii. the Client and the Bank agree to terminate in accordance with the terms of this Agreement; or
 - iv. the Donor cancels funding of the Grant.
- (b) In any event, the Bank may terminate this Agreement at any time by giving not less than forty days' prior written notice to the Client.

5.04 Termination procedure

Upon termination of this Agreement pursuant to Clause 5.03 the Client shall take immediate steps to reduce losses and to keep further expenditures under the Consultancy Contract to a minimum.



Article VI General

6.01 Exclusion of Liability

Notwithstanding any other provision of this Agreement, the Bank shall not be liable to the Client or the Consultant under or in connection with this Agreement or the Consultancy Contract for any loss or damage whether or not caused by the negligent act or omission of the Bank. This provision shall not apply in relation to any negligent act or omission of the Bank, which gives rise to death, or personal injury of the Client's or Consultant's personnel or Experts.

6.02 Indemnity

The Client shall, subject to the Bank's privileges and immunities, defend and hold harmless the Bank, its directors, officers, employees, agents and contractors against all claims, damages, costs, expenses, liabilities, proceedings, losses arising from, out of or in connection with any act or omission, whether tortuous, negligent or otherwise, of the Client or the Consultant, their employees, sub-contractors or agents, or any breach by them of their obligations under this Agreement, the Consultancy Contract or any failure by them to comply with any acts, rules or regulations.

6.03 Corrupt and Fraudulent Practice

The Bank, without prejudice to any other remedy for breach of the Agreement, may terminate this Agreement forthwith if the Client and/or the Consultant, in the judgement of the Bank, have engaged in corrupt or fraudulent practices in competing for or in executing the Consultancy Contract.

"corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party in connection with the selection process or in the Contract execution in order to obtain or retain business or other improper advantage in the conduct of business.

"fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

"coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party in connection with the selection process or in the Contract execution in order to obtain or retain business or other improper advantage in the conduct of business.

“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party and includes any arrangements among the consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

6.04 Inspection and Audit by the Bank

The Client shall permit the Bank or its authorised representative, to inspect their accounts and records relating to the performance of this Agreement, the Consultancy Contract and the Services and to have such accounts audited by auditors appointed by the Bank, if so required by the Bank.

6.05 Intentionally left blank

6.06 Governing Law and Dispute Settlement

- (a) This Agreement shall be construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with English law.
- (b) Any dispute controversy or claim arising out of, or relating to this Agreement or the breach, termination or invalidity hereof or any non-contractual obligations arising out of or in connection with this Agreement which cannot be amicably settled, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as in force and effect on the date of this Agreement. There shall be one (1) arbitrator, and the appointing authority for the purposes of the UNCITRAL Rules shall be the LCIA (London Court of International Arbitration). The seat and place of arbitration shall be London, England and the English language shall be used throughout the arbitral proceedings. The Parties hereby waive any rights under the Arbitration Act 1996 or otherwise to appeal any arbitration award to, or to seek determination of a preliminary point of law by, the courts of England or elsewhere. The arbitrator shall not be authorised to take or provide, and the Client agrees that it shall not seek from any judicial authority, any interim measures of protections or pre-award relief against the Bank, any provisions of the UNCITRAL Arbitration Rules notwithstanding.
- (c) Nothing in this Agreement shall be construed as a waiver, renunciation or modification by the Bank of any immunities, privileges and exemptions of the Bank accorded under the Agreement Establishing the European Bank for Reconstruction for Development, international convention or any applicable law.

6.07 Effectiveness

This Agreement shall become effective upon the later signature of the parties as of the date first written above, and unless suspended or terminated in accordance with Article V shall remain in full force until the Services and all payments under the Consultancy Contract have been completed.

6.08 Variation of Agreement

This Agreement may only be varied by written agreement between the Bank and the Client duly executed by authorised representatives.

6.09 Entire Agreement

This Agreement together with all appendices hereto as amended from time to time in accordance with Clause 6.08 contains the entire understanding and agreement between the parties hereto and suspends all other proposals or agreements relating to the subject matter of this Agreement. No party has relied upon any undertaking or representation made by any other party which is not a term of this Agreement.

6.10 Successors

This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

6.11 Exclusion of Third Party Rights

This Agreement does not create any right under the Contracts (Rights of Third Party) Act 1999 enforceable by any person or entity not a party to it except that a person or entity that is the successor to or permitted assignee of the rights of a party is deemed to be a party to this Agreement.

6.12 Survival of Clauses

Clauses 3.03, 6.01, 6.02, 6.03, 6.04, and 6.06 shall survive termination or expiry of this Agreement.

6.13 Language

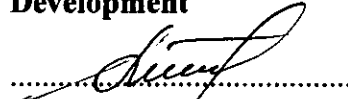
English shall be the language of the Agreement except as otherwise agreed or required by the Bank, all communication, documentation and reports under this Agreement and the Consultancy Contract shall be prepared and presented in the English language. In any dispute over language, the English version shall prevail.

IN WITNESS WHEREOF, the parties, acting through their duly authorised representatives have caused this Agreement, in the English language, to be signed as of the day and year first above written.

This Agreement enters into force after the signature of both parties on the date the notification on completion of domestic procedures envisaged by the State National Legislation of the Country of the Client is received by the Bank.

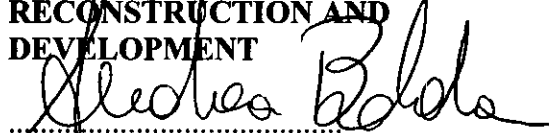


FOR AND ON BEHALF OF THE CLIENT
Deputy Minister, Ministry of Urban Development


.....
Avag Hakobyan

Date: *02/2/2011*.....

FOR AND ON BEHALF OF EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT


.....

Andrea Baldan (Mr)
Senior Advisor
Consultancy Services Unit

Date: *26/I/2011*.....

APPENDIX A STATEMENT OF APPROVAL OF CONSULTANCY SERVICES

APPENDIX B REVISED CONSULTANCY CONTRACT

6.15 Further Assurances

The Client shall, or shall cause the Consultant to, at any time and from time to time, upon the Bank's request, execute and deliver such further documents and do such further acts and things as the Bank may reasonably request in order to evidence, carry out and give full legal effect to the terms, conditions, intent and meaning of this Agreement.

6.16 Time is of the Essence

Time is of the essence of this Agreement.

6.17 Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

6.18 EBRD Logo

The Client is advised that the Bank's logo is a registered service mark and the Client shall not reproduce such Logo without the express written permission of the Bank.

APPENDIX A TO REVISED GRANT AGREEMENT

STATEMENT OF APPROVAL OF CONSULTANCY SERVICES

To be signed by the Client and sent with the invoice(s) for Services by the Consultant.

Invoice No: Invoice Date: Invoice Amount:
Revised Grant Agreement No: **C20636/EBSF-2010-09-140rev**, OL: **Levan Sharvadze**

1. Pursuant to the revised Consultancy Contract for Armenia: Kotayk Solid Waste Management - Environmental and Social Due Diligence (the “**Services**”), dated 26 January 2011, made between Ministry of Urban Development (the “**Client**”) and COWI A/S (the “**Consultant**”); and pursuant to Clause 2.02(c) of the revised Grant Agreement for the Services, dated 26 January 2011, made between the **European Bank for Reconstruction and Development** (the “**Bank**”) and the Client, the Client states that:
 - (i) the Client has received and is satisfied with the Services of the Consultant that were contracted for in the revised Consultancy Contract and are covered by the attached invoice(s);
 - (ii) the Client has checked the invoice(s) and all supporting documents which relate to the performance of the Services against the amount(s) set out in Schedule B of the revised Consultancy Contract and is satisfied that:
 - (a) the invoice(s) is (are) a true representation of the Services provided by the Consultant; and
 - (b) the amount(s) charged in the invoice(s) correspond(s) to the amount(s) set out in Schedule B of the revised Consultancy Contract;
 - (iii) the invoice(s) and all supporting documents have been forwarded together with this Statement of Approval to the TC Invoicing Team, Invoice Control Unit of the Bank for payment; and
 - (iv) the Client has paid any indirect taxes including VAT to the Consultant in respect of previous invoices and undertakes to pay the indirect taxes including VAT in respect of the invoice(s) attached within 30 days of the date of this Statement of Approval.
2. The Client states that by signing this document the Client authorises the Bank to make the disbursement agreed in the revised Consultancy Contract to the Consultant on behalf of the Client.

IN WITNESS WHEREOF, the party, acting through its duly authorised representative has signed this Statement as of[date].

FOR AND ON BEHALF OF
Deputy Minister, Ministry of Urban Development



APPENDIX B TO REVISED GRANT AGREEMENT

REVISED CONSULTANCY CONTRACT

REVISED CONSULTANCY CONTRACT

Armenia

Kotayk Solid Waste Management - Environmental and Social Due Diligence

between

Ministry of Urban Development

and

COWI A/S

26 January 2011

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be a name followed by a date or initials.

REVISED CONSULTANCY CONTRACT

Revised Contract No: C20636/EBSF-2010-09-140REV dated 26 January 2011 between **Ministry of Urban Development** of Government Building 3, Republic Square, YEREVAN, 0010, Armenia (the "**Client**"), and **COWI A/S** of Parallelvej 2, LYNGBY, DK-2800, Denmark (the "**Consultant**").

PREAMBLE

WHEREAS the **European Bank for Reconstruction and Development** (the "**Bank**") with its Headquarters situated at One Exchange Square, London EC2A 2JN, United Kingdom, an international financial institution formed under the Agreement Establishing the Bank, signed in Paris on 29th May 1990, has agreed to provide technical co-operation for the **Kotayk Solid Waste management Project Environmental and Social Due Diligence** (the "**Project**").

WHEREAS the Client has requested the Consultant to provide services (the "**Services**") necessary for the effective preparation and/or implementation of the Project;

WHEREAS the Consultant has agreed to provide the Services on the terms and conditions set forth in this Contract;

WHEREAS by an Agreement dated 26 January 2011 between the Client and the Bank (the "**Revised Grant Agreement**"), the Bank has agreed to make funds available for the purpose of contributing to the financing of the Services from the EBRD - Canadian Technical Cooperation Fund 2006-2009 Fund up to **EUR 120,000.00** as a grant.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

1.01 Definitions

In this Contract, the following capitalised terms shall have the following meanings:

- a) **Bank or EBRD:** means the European Bank for Reconstruction and Development.
- b) **Budget Breakdown:** means (i) in a Fee Based Contract, the schedule, which itemises rates, per diem allowances and the provision for any reimbursable expenses and (ii) in a Lump Sum Contract, the schedule on which the Maximum Contract Amount is expressed on an all-inclusive basis.
- c) **Client:** means the party to whom the Services under this Consultancy Contract shall be delivered.

- d) **Consultant:** means the party who will perform the Services.
- e) **Country of Assignment:** means the country wherein the Services are to be provided and/or the country of the Client.
- f) **Donor:** means the provider of the Grant funds as specified in the Preamble Grant Agreement.
- g) **Experts:** means those individuals listed in Schedule B who will be performing the Services.
- h) **Fee Based Contract:** means a contract under which services are provided on the basis of chargeable time at a fixed fee rate.
- i) **Grant:** means the amount of funds to be made available by the Donor to the Bank, as administrator, for the purposes of financing the Consultancy Contract.
- j) **Grant Agreement:** means the Agreement between the Bank and the Client and all appendices attached thereto as the same may be amended from time to time.
- k) **Lump Sum Contract:** means a contract under which the services are provided on the basis of an agreed all-inclusive payment.
- l) **Maximum Contract Amount:** means the maximum amount to be paid to the Consultant under this Contract, including all fees, allowances and reimbursable expenses as set out in Appendix 1 excluding any indirect taxes (including VAT) chargeable in respect of this Contract or the Services provided hereunder, which are not otherwise recoverable by the Consultant.
- m) **Operation Leader:** means the Bank staff member responsible for monitoring the implementation of the Consultancy Contract on behalf of the Bank.
- n) **Services:** means the services to be performed by the Consultant as set out in this Contract.
- o) **Terms of Reference:** means the requirements and the objectives in respect of the provisions of Services, specifying, where relevant the methods and resources to be used by the Consultant and/or the results to be achieved and as set out in Schedule A.

1.02 Interpretation

- (a) The headings in this Contract are for convenience only and shall not affect its interpretation.
- (b) In this Contract, reference to an Act is to such Act and to the regulations made pursuant to such Act as such Act and regulations may at any time be



amended or modified and in effect, and to any act or regulations that may be passed that have the effect of supplementing or superseding such act or regulations.

- (c) In this Contract, a reference to any gender includes a reference to all other genders, the singular number shall include the plural and vice versa and references to persons shall include bodies corporate, unincorporated associations and partnerships. Reference to a person shall include successors and permitted assigns.

1.03 The Services

The Consultant shall perform the Services under this Contract in accordance with the Terms of Reference set forth in Schedule A.

1.04 Start Date

The Consultant will commence the Services no later than the dates or events specified in Appendix I.

ARTICLE II

Expert(s)

2.01 Expert(s)

- (a) The Services shall be carried out by the Experts specified in Schedule B for the respective periods of time which may be indicated in this Contract. The Consultant and the Client may agree upon minor adjustments to such periods as may be appropriate to ensure the efficient performance of the Services, provided that such adjustments will not cause payments made under the Contract to exceed the Maximum Contract Amount.
- (b) The Consultant may grant the Experts holiday and sick leave in accordance with its usual practice provided that the Services are provided within the time frames indicated in Appendix 1 and Schedule A. If the holidays and sick leave cause disruption to the Project, the Client may require leave to be limited to four (4) weeks in a year.
- (c) Except as the Client may otherwise agree no changes shall be made in the Experts, provided, however, that if for any reason beyond the reasonable control of the Consultant it becomes necessary to replace any of the Experts, the Consultant shall forthwith assign as a replacement, a person of equivalent or better qualification, at the same rate of remuneration set out in Schedule B. In this event prior written agreement from the Client will be necessary.
- (d) In the event that any Expert is found by the Client to be incompetent in discharging their assigned duties, the Client may request the Consultant

forthwith to provide a replacement person with qualifications and experience acceptable to the Client.

- (e) Any expenses incurred by reason of replacement of Experts pursuant to Clause 2.01 (c) or (d) shall be borne by the Consultant. Except as the Client may otherwise agree the Consultant shall bear all additional travel and other costs arising out of or incidental to any replacement and the remuneration to be paid for the replacement person shall not exceed the remuneration which would have been payable to the person replaced.

2.02 Project Manager

The Consultant shall ensure that at all times during which the Services are provided in the Country of Assignment, a project manager, acceptable to the Client, shall take charge of such operations (the "Project Manager"). The Project Manager shall be responsible for liaison between the Consultant's Headquarters and the Client. The Project Manager shall be responsible for providing progress reports on delivery of the Services within a reasonable time upon request by the Client.

ARTICLE III

Payments to the Consultant

3.01 Maximum Contract Amount

- (a) Payments under this Contract shall not exceed the aggregate amount of the "Maximum Contract Amount".
- (b) Maximum Contract amount does not include indirect taxes (including VAT) on Services, if chargeable in respect of the Services or this Contract provided hereunder.
- (c) Any indirect taxes chargeable in respect of this Contract or the Services provided hereunder shall be paid by the Client for the Consultant. Provision of this Sub-Clause is not applicable to any of the Consultant's subcontractors.
- (d) No element of the Grant shall be used for financing any indirect taxes referred to in sub-paragraph (c) above.

3.02 Currency Payment

Except as otherwise agreed between the Client and the Consultant any payment under this Contract shall be made in the currency specified in Appendix I.



3.03 Fees of the Consultant

- (a) The Client shall pay or cause to be paid to the Consultant amounts properly due in respect of the Services, subject to the Maximum Contract Amount, plus any indirect taxes (including VAT) payable, and the terms of this Contract.
- (b) Where the fees are expressed in terms of daily rate, the time spent in performing the Services shall be determined on the basis of the number of working days actually spent by the Expert in performing the Services including necessary travel time. Except as otherwise agreed between the Client and the Consultant, no payments shall be made to the Consultant in respect of work performed other than during the Term of Engagement specified in Appendix I. Calculation of fees payable on a monthly basis shall be based on a maximum of twenty-two (22) working days per calendar month.
- (c) Where the fees are expressed in terms of a daily rate, the fee – unless otherwise specified in Schedule B - shall include the Consultant's and/or Experts':
 - (i) overhead;
 - (ii) ancillary services, such as secretarial and research services;
 - (iii) administrative expenses, such as e-mail, telephone and documentation expenses,
 - (iv) equipment and office supplies; and
 - (v) other sundry and miscellaneous expenses that may be incurred for the purpose of the services, unless otherwise specified in Schedule B.

Per diem and allowances, if any, shall be paid separately in accordance with Schedule B.

- (d) Where the fees are expressed in terms of a lump sum against deliverables, the fee shall include the Consultant's and/or Experts':
 - (i) overhead;
 - (ii) ancillary services, such as secretarial and research services;
 - (iii) administrative expenses, such as e-mail, telephone and documentation expenses,
 - (iv) equipment and office supplies; and
 - (v) other sundry and miscellaneous expenses including any per diem and allowances that might be applicable and may be incurred for the purpose to the services unless otherwise specified in Schedule B.
- (e) The overhead, whether daily-rate or lump sum, specified in Schedule B shall be deemed to include provision for all leave, insurance, social welfare or pension charges or contributions to which the Consultant and/or Expert may be or may become liable to pay (by law or by agreement) during the Term of Engagement. The Consultant has full and sole responsibility for complying with all applicable laws, regulations, administrative rules and guidance in this respect and shall indemnify the

Client against any claim made against the Client for non-compliance, thereof, whether made before or after the termination or expiry of the Contract.

3.04 Allowances and Expenses of the Consultant

Where the Contract is a Fee Based Contract, the Consultant may be paid the following allowances, costs and expenses at the rates and if so provided in Appendix B, subject to the provisions of the Contract:

- (a) a per diem allowance for each night the Expert is required by the Contract to be away from his or her usual place of residence. The per diem allowance shall cover costs of the hotel room, food and incidental expenses, but not local travel. Unless other rates are specified in Schedule B, per diem allowances will be paid according to the United Nations per diem rates in force at the time for the place and country of assignment, as published under the title "Schedule of Daily Subsistence Allowance Rates" by the International Civil Service Commission. No per diem allowance shall be paid for periods of leave or for the day of return.
- (b) an accommodation allowance when the Expert is required by the Contract to be away from the usual place of residence and to reside in the Country of Assignment for a period of three (3) months or more. For the purpose of determining this period as well as the entitlement to the allowance, short absences from the Country of Assignment shall not be counted.
- (c) transport expenses actually and properly incurred by the Expert(s) in travelling for the purpose of the Services. All travel should be via the most cost effective routes and methods available; air travel is only authorised at Economy Class fare (commonly designated as fare basis Y). Original ticket stubs and invoices shall be required as evidence of payment, together with boarding cards and travel agency receipts. Travel by train may be made in first class, apart from EuroStar, which shall be by second class. Travel by a private car may only be used if expressly stated in the Contract. Private car costs shall be reimbursed at the mileage specified in Schedule B.
- (d) other miscellaneous expenses of the Consultant or the Expert(s) arising directly out of the Services, to the extent they are specified in Schedule B.

All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in Schedule B, and in no event shall reimbursement be made in excess of the Maximum Contract Amount.

3.05 Valuation of Currencies

Where it shall be necessary to determine the equivalent of an amount in one currency in terms of another for the purposes of:

- (a) calculating the Maximum Contract Amount; or
- (b) making payments in respect of reimbursable expenses



the conversion shall be made on the basis of the exchange rates specified below:

The conversion rate from other currencies into Euro shall be made using monthly rates published in the supplement to the European Union's Official Journal (OJ) after the tenth (10th) day of each month. Where the Contract currency is not Euro, reimbursable expenses shall be invoiced and paid in the currency of the Contract after conversion from the currency in which they were incurred to the Contract currency, at a conversion rate set out in the Financial Times on the first Monday of the month of the invoice, if it is convertible, or against submission of evidence of the exchange rate applied when purchasing local currency for the corresponding reimbursable expenses.

3.06 Payment of Fees and Expenses

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

- (a) Where the Term of Engagement is less than two months, the fees, per diem allowance and reimbursable expenses owing to the Consultant, shall be payable upon satisfactory completion of the Term of Engagement or termination of the Contract whichever is earlier after deduction of any advance payments made to the Consultant.
- (b) When the Term of Engagement is two months or more, the Consultant shall be paid in such periodic instalments as specified in the Contract.
- (c) Within thirty (30) days of receiving a correctly presented invoice from the Consultant for the advance payment (if any) the Bank, on behalf of the Client, shall pay or cause to be paid the advance payment to the Consultant subject to the conditions set out in Appendix I.
- (d) The Consultant shall submit to the Client an itemised invoice in respect of the relevant period during the Term of Engagement showing the amounts payable under the Contract, supported by such receipts, vouchers, invoices, time sheets and other evidence as the Client or Bank may reasonably require. The details of the bank account, as set out in Appendix I, where payment shall be made must be supplied on each invoice. Invoices shall be submitted and payments made in accordance with Appendix I and with the Payments provisions specified in Schedule B. The Consultant shall submit a copy of the itemised invoice referred to in this Clause to the Bank for information purposes only and on the understanding that the Bank will not be authorised to release payment for the invoice until the original invoice is approved and forwarded to the Bank by the Client.

Within thirty (30) days of the receipt of any invoice, other than that referred to in Clause 3.06(c) (above), the Client shall confirm to the Bank that the invoiced amounts are correct and payable to the Consultant by sending the Bank confirmation of its approval and authorising payment of the invoice.

- (e) If the payment schedule provides for payments against deliverables, as soon as practicable and no later than the fifteenth (15th) day after a deliverable has been appropriately approved by the Client, the Consultant shall submit to the Client and the Bank, an invoice itemised according to Schedule B, expressed in the currencies provided for in Clause 3.02 of the Contract and accompanied by appropriate evidence of the submission and approval of the deliverable, as well as by receipted invoices, vouchers, tickets and other appropriate supporting materials as applicable, of the amounts payable.
- (f) The Client may withhold or cause to be withheld payment of all or any portion of an invoice that is not satisfactorily supported with such documentation that is reasonably requested provided, however, that if any discrepancy should be found to exist at any time between payment actually made to the Consultant and costs authorised to be incurred by such a Consultant, the Client may add or subtract the difference from any subsequent payment(s).
- (g) Payments in respect of any costs that would exceed the estimates set forth in Schedule B may be chargeable to the contingency amounts provided for in the respective estimates only if such costs are approved by the Client in writing prior to being incurred, and subject always to the Maximum Contract Amount not being exceeded.
- (h) Final payment under this Clause 3.06 shall be made only after the final report and a final invoice, identified as such, have been submitted by the Consultant and approved as satisfactory by the Client.
- (i) Any payment made by the Client of (i) amounts not due under the Contract, or (ii) any amount in excess of the fees and costs actually incurred, (except as applicable when payments have been agreed to be made as a fixed fee or lump sum against deliverables) will be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of relevant notice.
- (j) All payments to the Consultant under this Contract shall be made solely to the bank account of the Consultant specified in Appendix I.

ARTICLE IV

Undertakings of the Client

4.01 Confirmation

The Client confirms that it has the power to enter into and perform this Contract and that the Contract constitutes a legal, valid and binding obligation of the Client enforceable in accordance with its terms.



4.02 Taxes and Duties

- (a) Subject to Clause 5.03, the Client shall use its best efforts to ensure that the Government of the Country of the Assignment shall exempt the Consultant from any taxes, duties, fees, levies and other impositions imposed under the laws and regulations which are in effect in the Country of Assignment, provided that if the Client cannot obtain such exemption any such tax shall be borne by the Client. Any such tax shall not be calculated or included as part of the Maximum Contract Amount.
- (b) The Client's obligation to seek exemption from taxes, duties, fees, levies and other 'charges' applies in respect of the following:
 - (i) any payments made to the Consultant, other than payments to nationals of the Country of Assignment, in connection with the carrying out of the Services; and
 - (ii) equipment, materials and supplies brought into the Country of Assignment for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn therefrom; and
 - (iii) any property brought into the Country of Assignment by the Consultant, the Expert(s), or the eligible dependants of the Expert(s) for their personal use or consumption which will be consumed in the Country of Assignment or will subsequently be withdrawn therefrom upon the departure of the Consultant and the Expert(s) from the country of assignment.
- (c) Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided under this Contract will be treated as the property of the Client.
- (d) The Consultant and the Expert(s) shall follow the usual customs procedures in the Country of Assignment concerning the import of property.
- (e) If the Consultant or Expert(s) fail to withdraw, and instead disposes in the Country of Assignment, any property upon which customs duty and taxes have been exempted, the Consultant shall pay such customs duties and taxes in conformity with the applicable regulations.

4.03 Assistance with Local Requirements

To the extent it is able, the Client shall use its best efforts to:

- (a) assist the Consultant and each of the Expert(s) to obtain the necessary work permit(s) and such other documents as shall be necessary to enable them to perform the Services;
- (b) if applicable, assist the Expert(s) and, if appropriate their eligible dependants, to obtain all necessary entry and exit visas, residence permits,

exchange permits and travel documents required for any stay in the Country of Assignment to perform the Services.

- (c) facilitate clearance through customs of any property required for the Services and of the personal effects of the Expert(s) and their eligible dependants;
- (d) provide all such information to government officials, agents and representatives as may be necessary or appropriate for the prompt and effective performance of the Services; and
- (e) assist the Consultant, the Expert(s) or approved sub-contractors employed by the Consultant for the Services to be exempted from requirements to register or obtain any permit to practice their relevant profession(s) or to establish themselves either individually or as a corporate entity according to the laws of the Country of Assignment.

4.04 Access to Land

The Client warrants that the Consultant and Expert(s) shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client shall be responsible for any damage to such land or property thereon resulting from such access (other than damage caused by the wilful default or negligence of the Consultant or the Expert(s)) and the Client shall indemnify the Consultant and each of the Expert(s) in respect of liability for any such damage.

4.05 Services, Facilities and Equipment

The Client shall make available to the Consultant and the Expert(s), for the purpose of the Services, in a timely manner and free of any charge, the counterparts, services, facilities, equipment and property described in Schedule A.

ARTICLE V

Undertaking of the Consultant

5.01 General Standard of Performance by the Consultant

- (a) The Consultant shall carry out the Services with due diligence and efficiency, and shall exercise such reasonable skill and care in the performance of the Services as is consistent with sound professional practices.
- (b) The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practices. The Consultant shall fully co-operate with the Bank to allow it to fulfil its monitoring obligations and facilitate reporting to the Bank or the Donor on how their funds are being used for the Services and the Project.



5.02 Records

- (a) The Consultant shall keep accurate and systematic records and accounts in respect of the Services in such form and detail as is customary in the profession and as shall be sufficient to establish accurately that the costs and expenditure referred to in Article III have been duly incurred.
- (b) Upon reasonable notice, the Consultant shall permit the duly authorised representatives of the Client and the Bank, from time to time to inspect its records and accounts relating to the Services and to make copies and shall permit the Client, the Bank, or any person authorised by the Client or the Bank, from time to time, to audit such records and accounts during the performance of the Services.

5.03 Applicability of Taxes

The Consultant shall determine whether any direct or indirect taxes, including VAT, are payable or chargeable by the Consultant in respect of the Services or this Contract. The Consultant shall take all appropriate and reasonable steps to eliminate or minimise any such tax, including without limitation registration of this Contract pursuant to any bilateral agreement concerning exemption from taxation of aid funding between the government of the Donor and the Country of Assignment or any double taxation treaty between the governments of the Country of Assignment and the Consultant's country.

5.04 Information

The Consultant shall furnish the Client and the Bank with such information relating to the Services as the Client and the Bank may from time to time reasonably request.

5.05 Assignments and Sub-Contracting

- (a) Except with the Clients' prior written approval, which the Client may withhold at its discretion, the Consultant shall not assign or transfer the Contract or any part thereof nor engage any independent consultant or sub-contractor to perform any part of the Services.
- (b) When the Consultant is permitted to associate with individual consultants, consultancy firms, partnerships, entities or other persons, in a consortium or through subcontracting or association, as appropriate, the Consultant will ensure that each such consortium member, subcontractor and/or associate fully complies with the Consultant's obligations under this Contract. The Consultant shall be liable for the acts or omissions of such consortium members, subcontractors and/or associates. The Consultant will not be relieved of its obligations under this Contract by use of such individual consultants, firms, partnerships, entities or other persons. Such permitted individual consultants, firms, partnerships, entities or other persons in the consortium, association or subcontracting arrangement may only be changed with the prior consent of the Client and the Bank.

- (c) In the event that any such independent consultants or sub-contractors are found by the Client to be incompetent in discharging their assigned duties, the Client may request the Consultant forthwith either to provide a replacement consultant or sub-contractor with qualifications experience and a rate of remuneration acceptable to the Client or to resume the performance of the Services itself.

5.06 Confidentiality

Except with the prior written consent of the Client, the Consultant shall not disclose nor cause or permit the Consultant's Expert(s), employees, agents and sub-contractors to disclose to third persons nor use for the Consultant's own purposes any information relating to the Services, the Project, the Client or the Bank, including information in respect of rates of remuneration and conditions of contracting. The Consultant may provide such data and information if required by applicable law or regulation, but only that portion of the data or information, which, to the extent permitted, by the relevant law or regulatory requirement is legally required to be furnished. If such a demand is made the Consultant shall promptly inform the Client and the Bank. This provision shall survive the termination and expiration of the Contract.

5.07 Prohibition on Additional Project Work

Except with the prior written consent of the Client and the Bank, the Consultant agrees that during and for a period of two years following the termination of this Contract, the Consultant's and or Expert(s)' participation in the Project shall be limited to the provision of the Services, hereby disqualifying them and any other contractor, consulting firm, manufacturer or individual with which the Consultant is associated or affiliated from the provision of goods, works and services (other than the Services) for the Project, and for tendering for any part of the Project. For the purpose of this Clause "affiliate" means any other person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under the common control with, the Consultant; "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through the ownership of securities, by contract or agency or otherwise.

5.08 Conflict of Interest

The Consultant shall ensure that no circumstances arise during the Term of Engagement in which the Consultant's activities under the Contract conflict or might conflict with the personal interest of the Consultant or the Expert(s) or with any services which the Consultant or the Expert(s) may render to third parties.

5.09 Corrupt and Fraudulent Practice

The Client without prejudice to any other remedy for breach of the Contract by written notice of termination sent to the Consultant may terminate this Contract forthwith if the Consultant or Expert(s), in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this Clause:

“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party in connection with the selection process or in the Contract execution in order to obtain or retain business or other improper advantage in the conduct of business.

“fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

“coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party in connection with the selection process or in the Contract execution in order to obtain or retain business or other improper advantage in the conduct of business.

“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party and includes any arrangements among the Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

5.10 Independent Contractor

Nothing contained herein shall be construed as establishing or creating between the Client and the Consultant or between the Bank and the Consultant the relationship of master and servant or principal and agent, it being understood that the position of the Consultant and of anyone else performing the Services is that of an independent contractor.

5.11 Indemnities

- (a) The Consultant shall fully indemnify, protect and defend at the Consultant's own expense, the Client and its agents and employees, from and against any and all actions, claims, losses or damages arising out of any violation by the Consultant or the Expert(s) of any (i) applicable law or regulations, or (ii) intellectual property rights of third parties, such as copyright, industrial design, or patents in the course of performance of the Services.

(b) The Consultant shall:

- (i) indemnify, protect and defend, at the Consultant's own expense, the Client, its agents and employees, from and against any and all actions, claims, losses or damages arising out of the Consultant's failure to exercise the skill and care required under Clause 5.01(a) or breach of any of its obligations under this Contract provided, however, the Consultant's liability under this Clause 5.11(b) shall be limited, to actions, claims, losses or damages directly caused by such failure to exercise the said care and skill or breach, and shall not include liability for indirect or consequential damages.
- (ii) in addition to any liability the Consultant may have under subparagraph (i) at its own cost and expense, upon the request of the Client, re-perform the relevant Services in the event of its failure to exercise the care and skill required under Clause 5.01 (a) or its breach; provided, however, that the Consultant shall have no liability for actions, claims, losses or damages occasioned by (a) the Client's having overridden a decision or recommendation of the Consultant or having required the Consultant to implement a decision or recommendation with which the Consultant did not agree and such disagreement was communicated to the Client in writing, or (b) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

In any event the Consultant's indemnity to the Client under this Clause 5.11(b) shall not exceed the amount set out in Appendix I.

5.12 Laws and Regulations

The Consultant shall respect and abide by all applicable laws and regulations, in the Country of Assignment and elsewhere, and shall use its best efforts to ensure that the Expert(s) and their dependants while in the Country of Assignment, and local employees the Consultant might hire, respect and abide by all laws and regulations of the Country of Assignment.

5.13 Proprietary Rights in Equipment

- (a) Equipment supplied by the Client for the Services shall remain at all times the property of the Client and shall be returned to the Client in accordance with procedures to be determined by the Client.
- (b) Equipment and materials provided by the Consultant for the Services shall remain the property of the Consultant, unless otherwise agreed.
- (c) Equipment purchased by the Client or by the Consultant for the purpose of performing the Services and funded wholly or partly under this Contract shall be the property of the Client, unless otherwise agreed by the Bank. The Bank may direct the Client to deliver and dispose any such equipment.

5.14 Proprietary Rights of the Client in Reports and Records

All reports and relevant data and information such as maps, diagrams, plans, databases statistics and supporting records or material compiled or prepared in the course of the Services shall be confidential and shall be the absolute property of the Client. The Consultant agrees to deliver all these materials to the Client upon completion of this Contract. The Consultant may retain a copy of such data but shall not use the same for purposes unrelated to this Contract without the prior written approval of the Client

5.15 Insurance

- (a) The Consultant shall take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Client. The Consultant shall ensure that the minimum amount of cover under the policy is not less than the amount specified in Appendix I. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
- (b) The Client undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Consultant, Expert(s), sub-contractors, or specialists associated with the Consultant for purpose of the Services, nor for any dependant of any such person.
- (c) The Client reserves the right to require original evidence that the Consultant has taken out the necessary insurance.

5.16 Language of Reports and Software Application

- (a) All reports and recommendations and general correspondence from the Consultant to the Client and all documents prepared by the Consultant under this Contract shall be in the language specified in Appendix I.
- (b) All reports, findings, information, work and documents to be provided to the Client shall be created in the version of the software application identified in Appendix I.

5.17 Services or Facilities of the Client

In the event that the Consultant encounters delay in obtaining personnel, facilities, equipment or property to be provided by the Client according to Clause 4.05 or when their performance or function do not meet the requirements set forth in Schedule A, the Consultant shall promptly notify the Client of such delay or difficulty, and may request an appropriate extension of time for completion of the Services or, upon approval, purchase required services or facilities at the cost of the Client.

5.18 No Liability of Bank

The Client and the Consultant hereby acknowledge and agree that in consideration of the Bank reviewing, and processing payment for, the Services provided by the Consultant to the Client, the Bank shall not be liable to either the Client or the Consultant for any claims, proceedings, costs, liabilities, expenses, loss or damage arising out of or in connection with any act or omission (whether contractual negligent, tortuous or otherwise) of the Consultant's, its employees, sub-contractors or agents including the Consultant's or the Expert(s) performance of the Services whether satisfactory or otherwise or any breach of any laws or regulations by the Consultant, Expert(s) or its employees, sub-contractors or agents.

ARTICLE VI

General Provisions

6.01 Suspension of Payments

If any of the following events shall happen and be continuing, the Client may by written notice to the Consultant suspend in whole or in part payments due thereafter to the Consultant under the Contract:

- (a) the Bank shall have suspended disbursements to the Client in respect of the Project or the Grant;
- (b) a default shall have occurred on the part of the Consultant in the performance of the Contract and if remediable the Consultant, shall have failed to remedy the default within thirty (30) days of being notified by the Client of the default; or
- (c) any other condition has arisen which, in the reasonable opinion of the Client, interferes or threatens to interfere, with the successful carrying out of the Services or the accomplishment of the purposes of the Contract in which case thirty (30) days written notice shall be given.

6.02 Termination of the Contract by the Client

- (a) If any of the following events shall have happened and be continuing, the Client may by written notice to the Consultant terminate the Contract:
 - (i) any of the conditions referred to in Article 6.01 shall continue for a period of thirty (30) days after the Client shall have suspended in whole or in part payments due to the Consultant.
 - (ii) the Project or the Grant Agreement shall have expired or been terminated.
- (b) In any event, the Client may terminate the Contract at any time by giving no less than thirty (30) days prior notice to the Consultant.



6.03 Termination of the Contract by the Consultant

The Consultant shall promptly notify the Client in writing of any situation or of the occurrence of any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations. Upon confirmation in writing by the Client of the existence of any such situation or event, or upon failure of the Client to respond to such notice within thirty (30) days of receipt thereof, the Consultant shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the Consultant may thereupon terminate the Contract by giving no less than thirty (30) days prior written notice.

6.04 Termination Procedure

- (a) Upon termination of the Contract under Clause 6.02, the Consultant shall take immediate steps to terminate the Services in a prompt and orderly manner, reduce losses and to keep further expenditures to a minimum.
- (b) Upon termination of the Contract (unless such termination shall have been occasioned by the default of the Consultant), the Consultant shall be entitled to be reimbursed in full for such costs as shall have duly incurred prior to the date of such termination and for reasonable costs incidental to the orderly termination of the Services, the return travel of the Expert(s) and the reshipment of the personal effects and equipment of the Consultant, but shall be entitled to receive no other or further payment, subject always to the Maximum Contract Amount.

6.05 Governing Law and Settlement of Disputes

- (a) This Contract shall be governed by and construed in accordance with the law specified in Appendix I.
- (b) Any dispute which arises out of the Contract, which cannot be amicably settled, between the parties shall be referred for resolution to international arbitration as specified in Appendix I. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedies.

6.06 Force Majeure

- (a) If either party is temporarily unable by reason of Force Majeure or the laws or regulations of the country of assignment to meet any obligations under the Contract, and if such a party gives to the other party written notice of the event within fourteen (14) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.
- (b) Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- (c) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause 6.06(a) or delays arising from such event.

- (d) 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.
- (e) 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 any additional costs reasonably and necessarily incurred by them during such period and in reactivating the Services after the end of such a period.
- (f) The term "Force Majeure", as employed herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

6.07 Variation of the Contract

The Contract may be varied only by written agreement between the parties. All such variations, including variations in the cost estimates and in the amount specified in Clause 3.01(b) shall be in writing and shall be signed by the duly authorised representatives of the parties.

6.08 Applicable Language

Any document or communication delivered pursuant to this Contract shall be in the language specified in Appendix I.

6.09 Entire Contract

This Contract (including all Appendixes and Schedules) as amended from time to time in accordance with the foregoing provisions contains the entire agreement between the parties and supersedes all prior arrangements whether written or oral, express or implied.

6.10 Survival Clauses

The following Clauses 3.03(e), 5.02, 5.06, 5.10, 5.11, 5.13, 5.14, 5.18 and 6.05 shall survive the termination or expiry of this Contract.



ARTICLE VII

Effective Date; Miscellaneous

7.01 Effectiveness

The Contract shall become effective upon the date specified and unless earlier terminated in accordance with its terms, shall remain in full force until the Services and all payments due and owing therefore have been completed, at which time the parties hereto shall be mutually released from all obligations hereunder, subject to Clause 6.10.

7.02 Authorised Representative

Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Contract may be taken or executed by the Consultant or on its behalf and on behalf of the Client by the authorised persons specified in Appendix I.

7.03 Notices or Requests

Any notices or requests required or permitted to be given or made under this Contract shall be in writing in the language specified under Clause 6.08. Such notice or request shall be deemed to be duly given or made when it shall be delivered by hand, first-class registered mail, e-mail or facsimile to the party to which it is required to be given or made at such party's address specified in Appendix I or at such other address as either party may specify in writing, provided that receipt of delivery (by mail), receipt of e-mail (by e-mail) or confirmation of transmission (by facsimile), as the case may be, has been received by the sender.

IN WITNESS WHEREOF the parties acting through their duly authorised representatives have caused this Contract in the English language to be signed, each considered an original as of the day and year first above written.

Deputy Minister, Ministry of Urban Development

.....

Date:

COWI A/S

.....

Date:

Enclosed:

Appendix I
Schedule A
Schedule B

- Consultancy Contract Specific Provisions
- Terms of Reference
- Staffing Schedule and Breakdown of Costs

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be a name followed by a date or initials.

APPENDIX I

1.04 Start and End Dates

Except as the Client may otherwise agree, the Consultant shall commence the Services on _____ (such date being called the "Start Date"). The Services will be completed on or before _____ (such date being called the "End Date").

3.01b Maximum Contract Amount

Payments under this Contract shall not exceed the aggregate amount of **EUR 120,000.00** (the "Maximum Contract Amount"). This amount does not include any indirect taxes, including VAT, if chargeable in respect of the Services or this Contract provided hereunder.

3.02 Currency of Payment

All payments shall be made in **EUR**.

3.06a Mode of Billing and Payment

The payments shall be made in accordance with the following payment schedule: **EUR**,

- **Advance payment: EUR 20,000.00;**
- **Interim payment on acceptance by the client of the draft ESIA: EUR 80,000.00 (minus the Advance payment); and**
- **Final payment on acceptance by the client of the Final Report: EUR 40,000.00.**

3.06c Advance Payments

The advance payment will be in the amount of **EUR 20,000.00** (the "Advance").

The Advance shall be reflected in, and offset against the Consultant's first invoice and, if the first invoice is not for a sum equal to or greater than the amount of the Advance, then against each subsequent invoice until the full amount of the Advance has been fully offset. In the event the Contract is terminated for any reason prior to the full amount of the Advance being accounted for, the Consultant shall repay to the Bank, upon demand, such amount of the Advance which has not been offset against invoices for Services provided to the date of termination.

3.06d Bank Account of Consultant

Danske Bank
Holmens Kanal 2-12
COPENHAGEN
DK - 1092
Denmark

Account Name: COWI Account No.: TBA Sort Code: 3100

5.11b Consultant's Indemnities

Clause 5.11(b) shall be subject to the following provisions:

That the Consultant is notified of such actions, claims, losses or damages not later than 12 months after the conclusion of the Services;

That the ceiling on the Consultant's liability under Clause 5.11(b) shall be limited to the higher of any insurance proceeds payable under the Consultant's insurance or **maximum contract amount** multiples of the Maximum Contract Amount except that such a ceiling shall not apply to actions, claims, losses or damages caused by the Consultant or Expert(s)' gross negligence or reckless or wilful misconduct.

5.15 Insurance

The following amount of insurance has been agreed between the Parties: maximum contract amount.

5.16 Language of Reports

- (a) English shall be the sole language for all communication, documentation and reports under this Contract unless the Client expressly states otherwise.
- (b) The software application to be used shall be Microsoft Office unless the Client expressly states otherwise.

6.05 Governing Law and Settlement of Disputes

- (a) This Contract shall be construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this Contract shall be governed by and construed in accordance with English law.
- (b) Any dispute controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity hereof or any non-contractual obligations arising out of or in connection with this Contract which cannot be amicably settled, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as in force and effect on the date of this Contract. There shall be one (1) arbitrator, and the appointing authority for the purposes of the UNCITRAL Rules shall be



the LCIA (London Court of International Arbitration). The seat and place of arbitration shall be London, England and the English language shall be used throughout the arbitral proceedings. The Parties hereby waive any rights under the Arbitration Act 1996 or otherwise to appeal any arbitration award to, or to seek determination of a preliminary point of law by, the courts of England or elsewhere. The arbitrator shall not be authorised to take or provide, and the Consultant agrees that it shall not seek from any judicial authority, any interim measures of protections or pre-award relief against the Bank, any provisions of the UNCITRAL Arbitration Rules notwithstanding.

- (c) Nothing in this Contract shall be construed as a waiver, renunciation or modification by the Bank of any immunities, privileges and exemptions of the Bank accorded under the Agreement Establishing the European Bank for Reconstruction for Development, international convention or any applicable law.

6.08 Applicable Language

Any document delivered pursuant to this Contract, apart from reports specified in Clause 5.16 shall be in English.

7.02 Authorised Representatives

- (a) The Consultant, if not an individual, hereby appoints **Carsten Skov** as its authorised representative.
- (b) The Client's authorised representative is **Avag Hakobyan**.

7.03 Notices or Requests

For the Consultant:

The Consultant's authorised representative

Name:	Carsten Skov
Address:	Parallelvej 2, LYNGBY, DK-2800, Denmark
Telephone:	+45 4597 2211
Facsimile:	+45 4597 2212
Email:	cask@cowi.dk

For the Client:

The Client's authorised representative

Name: **Avag Hakobyan**
Address: Government Building 3, Republic Square, YEREVAN, 0010
Armenia

Telephone: +37410589080
Email: av.hakobyan@mud.am



SCHEDULE A

TERMS OF REFERENCE

Armenia: Kotayk Solid Waste Management - Environmental and Social Due Diligence

1. Background

1.1 Solid Waste Management in Kotayk region

The Republic of Armenia ("RA") is divided into ten Marzes (provinces). Kotayk Marz ("Kotayk") has a population of 240,000 and an area of 2100 square km. The capital of Kotayk is the City of Hrazdan. The Ministry of Urban Development ("MUD") has approached the European Bank for Reconstruction and Development ("EBRD" or the "Bank") with a request to prepare and finance a regional sanitary landfill in Kotayk. This would be the country's first sanitary landfill. Kotayk was selected due to its proximity to Yerevan, with the intention of creating a demonstration project for the entire country. The project would focus on Abovian (population 60,000), Hrazdan (population 53,000), Charentsavan (population 18,000), Yeghvard (population 12,000) (together, the "Cities") and adjacent villages. The project would mitigate environmental hazard and would counter the pollution and adverse impact on land and water resources. MUD intends to build seven regional sanitary landfills to serve the whole country.

The proposed project comprises a €3.5 million loan to the MUD under a sovereign guarantee, co-financed by a capex grant of €7.5 million from an international donor. The project will comprise an upgrade of a selected existing dumpsite in Hrazdan into a regional sanitary landfill of approximately 20 ha, conversion of selected existing dumpsites into sanitary transfer stations, anticipated in Yeghvard, Byureghavan and possibly also in Sevan, subject to further technical due diligence, closure of remaining dumpsites (will not be a part of the project – just monitored by the Bank), purchase of vehicles, bins and equipment for waste management, tendering out of waste collection in a transparent manner to private companies and creation of a Landfill Operating Company (the "Company"), operating as a commercially sustainable unit.

Sector reform will be addressed in form of an appropriate planning framework for waste management for Kotayk. Institution building support will focus on establishment of the operating company and development of its capacity to function as a sustainable commercial unit. Subject to due diligence, private participation in collection of waste will be established through tendering of collection services.

The project would be EBRD's first solid waste project in Armenia, and would be part of the national plan to modernise waste management. The project would have an important demonstration effect and raise public awareness of solid waste management, which is important for smooth acceptance of anticipated increase of fees.

Client

At present solid waste is disposed at 6 dumpsites in Kotayk. Waste collection is carried out by communal service companies or is tendered out to private companies. In residential areas households dispose of waste into small containers, which are emptied by collection trucks. In other areas, due to the lack of containers and bins, waste is piled up at a small dump site with subsequent loading onto collection vehicles manually with spades. This is inefficient and results in street litter and illegal dumping. The estimated daily solid waste volume in Kobayk is 100-120 tons. 82 staff are employed to manage solid waste, with another 150 involved in street cleaning. The average salary of the employees is AMD 55,000-60,000 (EUR equivalent 112 - 122). The solid waste tariffs ranges from AMD 100-150 per person per month, corresponding to approximately AMD 5,000 – 8,000 per household per year (12 – 19 EUR/household/year). At present average waste tariff collection rate is less than 50 per cent.

The financial structure of the project foresees a tipping fee payment on per ton basis by the Cities to the Company. The tipping fee will be set within affordability limits, and if required complemented by subsidies due to affordability constraints until full cost recovery can be obtained. At the moment there is no legal basis in Armenia to collect a solid waste fee from the population. The government intends to adopt a law on solid waste fees in 2010.

In September 2008, the Bank commissioned a Technical Review of the project and the Report for Kotayk was submitted in October 2008. The objective of this assignment was to assist the Bank with an initial technical assessment of the proposed Project. The specific objectives of the assignment were to:

- carry out an initial evaluation of dumpsites/landfills in Kotayk with the aim of determining if there is an existing dumpsite which could be upgraded into a regional sanitary landfill;
- Assess approximate investment needs and set out the rationale for the investments in the context of environmental and social impacts; and
- Assess the existing institutional set-up of solid waste management in Kotayk.

Based on the outcome of the Technical Review, a full feasibility study will be carried out for project preparation. The Consultant working on this assignment will be expected to work alongside and liaise with the consultant for the Feasibility Study which will be contracted separately.

2. Objectives

In accordance with EBRD's 2008 Environmental and Social Policy (the "ESP" or the "Policy"), the Bank conducts environmental and social due diligence on all projects. In accordance with paragraph 19 of the Policy, this Project has been categorised A. Accordingly, an Environmental and Social Impact Assessment ("ESIA") is required for the project, including an environmental and social review of the existing facilities and activities.

EBRD's ten Performance Requirements ("PRs") outline requirements to be met by the project or Client with respect to the appraisal of projects, disclosure of information and public consultation as well as environmental and social standards.

The Bank expects ESIA's to be carried out by a multi-disciplinary team of experts which functions in an integrated way, collecting and sharing information for impact assessment and fully characterising cross-cutting and thematic impacts and issues.

The EBRD 2008 Environmental and Social Policy and PRs are available at <http://www.ebrd.com/about/policies/enviro/policy/2008policy.pdf>.

As part of the assignment, Consultant (the "Consultant") will:

1. Work closely together with MUD to prepare an ESIA of the proposed development in compliance with the ESP's PRs 1 to 10 and national requirements. This will, *inter alia*, require the ESIA process stages and the preparation of the ESIA document to follow the EU EIA Directive, as amended;
2. Describe the project and agree the project's area of influence per EBRD's PR1, making the Bank aware of any additional facilities and dependencies, and agreeing the final scope of the work;
3. Review the existing environmental and other relevant studies on the development and assist with the development of an ESIA for the project as required by local laws and regulations;
4. Determine the current environmental and social baseline of the project site and its surroundings on the basis of the existing data on geology, hydrology, ambient air and water quality, biological diversity, demography, labour, worker health and safety, community issues and other socio-economic parameters (including community based current waste management strategies), in line with requirements under PR2-8, 10;
5. Review investment plans with respect to environmental, social, health and safety issues;
6. Assist MUD in the scoping of further environmental and social investigations, as necessary;
7. Assist MUD and the Feasibility Study consultants during the site selection and design alternatives assessment, as necessary;
8. Identify and assess the environmental and social issues associated with the project and determine mitigation measures to minimise any potential adverse environmental and socio-economic and gender impacts. This will include both the construction as well as operational phase;
9. Prepare an ESIA document based on the requirements of the ESP to include, *inter alia*, a baseline study; assessment of alternatives; assessment of the technology (BAT Assessment), assessment of potential impacts (direct and indirect); necessary mitigation measures; necessary monitoring during and after project implementation;
10. Develop an Environmental and Social Action Plan ("ESAP")¹ for the project, including linkages to associated facilities, such as access roads, treatment plants, etc.;
11. Prepare an Environmental and Social Monitoring Plan ("ESMP");
12. Assist MUD to develop a Stakeholder Engagement Plan ("SEP") to include stakeholders affected by different phases of the project, including construction, operation and closure;

¹ This may also include a resettlement action plan and livelihood restoration framework if necessary).

13. Prepare a Non-Technical Summary ("NTS") intended for disclosure to the public, and addressing amongst others cumulative impacts of the whole project including both existing and new facilities as well as associated infrastructure, reasonable alternatives, mitigation measures, and including environmental and social issues; and
14. Prepare a PR compliance table as described in Section 3.6.

3. Scope of work

3.1 Baseline Study

3.1.1 Inception Study and Scoping

The inception/scoping study will:

- establish the main features of the proposed Project, in terms of physical construction, construction phasing and operation;
- identify any relevant Project alternatives (alternative sites, alternative designs);
- delineate the project's Area of Influence in conformance with EBRD's definition (PR1) in discussion with EBRD;
- identify any Associated Facilities in the sense of PR1;
- identify the main environmental and social issues, sensitivities and constraints within the project's Area of Influence; and
- identify main Project stakeholders.

The scoping study will also identify relevant national and EU legislation and standards associated with environmental and social issues, and review their implications for the proposed investment programme and its permitting process. An overview will also be prepared on the legal and administrative context for environmental impact assessment and major public construction projects in the country.

The scoping process will involve identification of and contact with representatives of relevant stakeholders, including affected communities, government agencies, local authorities, interested Non Governmental Organisations (if any), community-based organisations, and other organisations. Potential data gaps that are identified during the scoping process that may require additional baseline data collection should also be identified.

The scoping study will result in a scoping report, which will include:

- The project description, including any Associated Facilities in the sense of EBRD's PR1;
- The delineation and justification of the project's Area of Influence, to be agreed with EBRD;
- The identification of main Project stakeholders, for construction and operation;
- A detailed scope and work plan for the whole ESIA process including the proposed data collection and impact assessment methodologies for scrutiny.



3.1.2 Environmental and Social Baseline

The environmental and social baseline will describe the current status of the project's area of influence, characterising the geological, hydrological, biological, ambient air and water quality, demographic (including gender) and socio-economic conditions. This will also include information on any relevant public health, land, and liability issues. The environmental and social baseline for the ESIA will be based on data already gathered and available e.g. through local governmental and non-governmental organisations.

Where available data is insufficient, the Consultant is required to make recommendations for further field studies, including soil, groundwater, flora, fauna assessments, and any current and informal waste collection and recycling activities and landowner identification if such investigations are necessary. As necessary, the Consultant should cost any expenses for any additional, albeit limited investigations, in the inception report.

It is expected that methodologies employed to obtain baseline and other data be clearly detailed.

An indicative list for baseline information to be included in the ESIA is given in Appendix 1.

3.1.3 Assessment of Environmental and Social Impacts

The assessment will determine environmental impacts (both positive and negative) in the project's area of influence, which are likely to result from the different phases of the project development, including construction, operation, and closure. The ESIA should distinguish between significant positive and negative impacts, reversible or irreversible direct and indirect, long term and immediate impacts. The assessment should include an evaluation of alternative scenarios, including the "Do Nothing" scenario, based on the current status of the site.

More specific details about the assessment of environmental and social impacts are given under Appendix 1.

Project activities and impacts should be represented in matrix form. The impacts matrix should include potential impacts, magnitude of impacts, mitigation measures, and magnitude of residual impacts after implementing mitigation measures.

3.2 Environmental and Social Action Plan ("ESAP")

Based on the findings of the above investigations, the Consultant shall prepare an ESAP for the whole site, including both proposed and existing facilities. The ESAP shall determine the needs and priorities for future environmental mitigation measures and improvements to achieve and maintain compliance with the PRs. The ESAP should include the following action points:

- Actions required to contain/remediate past environmental damage and assessment of costs and/or further investigations;

- Actions required to achieve compliance with the PRs, including national environmental, health, safety and labour regulations and standards EU environmental standards, and EU/IFC OHS standards/guidelines;
- Actions to improve EHS management and performance in accordance with the PRs (and good international industry practice); and
- Actions that might be required to mitigate any adverse socio-economic impacts of the project and to increase the benefits of the project for the local population.

Implementation responsibilities as well as a schedule and an estimated budget for each of the identified mitigations shall be included in the ESAP.

Appendix 2 presents a proposed format for the ESAP.

3.3 Environmental and Social Monitoring Plan ("ESMP")

The Consultant shall prepare an outline ESMP. At the minimum the ESMP should include:

- Introduction outlining the need for a monitoring programme and the relevant specific provisions of the permit/license(s), EU Directives and EBRD ESP;
- The activity to be monitored and the parameters chosen to effectively carry out the exercise;
- The methodology to be employed for sampling and analysis and the frequency of monitoring;
- The sites to be monitored. These may in instances, be pre-determined by the local authority and should incorporate a control site where no impact from the development is expected; and
- A clear assignment of tasks and description of responsibilities.

3.4 Stakeholder Engagement Plan ("SEP")

3.4.1 Preparation of the SEP

The Consultant shall prepare a SEP in compliance with EBRD's PR10. The SEP shall include the following:

- Local legal framework of consultation activities and Project disclosure requirements, particularly in respect of those public consultation activities that are directly required under the local permitting process;
- Identification of stakeholders in the project, and any past/current and potential issues of interest and/or concern;
- Record of any consultation or other stakeholder engagement activities undertaken prior to the Consultant's involvement;
- Action plan for further consultation during preparation, construction and operations phases of the project, including details on appropriate formats for effective and culturally meaningful interaction with the various stakeholders;
- Disclosure plan, including the identification of any locations where relevant Project and ESIA documentation will be available locally and elsewhere as well as languages to be used. Consideration shall be made of EBRD's PRs, of EBRD's Public Information Policy, and of any relevant local requirements; and



- Include two grievance mechanisms, in discussion with MUD, one for use by external stakeholders, as well as one under PR2 for workers.

3.4.2 Public Consultation

The Consultant will assist MUD in organising and undertaking the following consultation activities:

- A first public meeting at the scoping stage, intended at presenting and submitting stakeholders' comments:
 - the project in general to interested stakeholders;
 - the ESIA process; and
 - the terms of reference and work plan, particularly in respect of baseline collection.
- A second meeting when a draft ESIA is available intended at presenting the ESIA's conclusions and the ESAP for stakeholders' comments.

A range of presentation formats should be considered for use (presentations, brochures, open houses) as applicable and designed on the needs of the stakeholders and project. Materials will be available in local language and in English, per the SEP. While the meetings organisation will be facilitated by MUD, the Consultant will develop consultation materials, participate in the meetings, and be available to answer questions raised. The Consultant shall provide a summary of the issues raised and responses provided at each meeting.

3.5 Non-Technical Summary ("NTS")

An overarching NTS shall be prepared for the whole project. Its purpose is amongst others to be disclosed on EBRD's website per EBRD's Public Information Policy and to be appended to the project documents submitted to the consideration of EBRD's Board of Directors. It shall include:

- A summary of the ESIA associated with the new facilities (and issues associated with the existing operations);
- A review of potential cumulative impacts associated with the conjunction of both new and existing facilities;
- A summary of the ESAP for the new facilities. In addition, the ESAP *for the new facilities* shall be appended to the NTS;
- A summary of the ESAP corrective actions related to the existing facilities (*n.b. the ESAP for the existing facilities will not be appended to the NTS*); and
- A summary of the SEP.

The NTS will not exceed 20 pages in total. It shall be prepared in easily understandable language, with a glossary to assist readers where needed, and a specific effort shall be made to render its reading attractive and easy. The NTS will include commutative impacts as well as associated facilities (such as pipelines, transmission lines, etc) and include an ESMP for both the construction and the operational phase of the project.

3.6 EBRD PRs Compliance Table

A compliance matrix for the project will identify those EBRD PRs and specific requirements within them that are relevant to the project or the Company's current and future activities, operations and assets as well as summarise for each PR the project's and the Company's compliance with them, and the actions required to meet them (see Appendix 3 for suggested reporting format on Project related EBRD PRs).

4. IMPLEMENTATION ARRANGEMENTS AND DELIVERABLES

The Client for the assignment will be the MUD and the MUD will manage the Consultant.

The Consultant will work in close contact with the staff of the MUD, the Government of Kotayk and the Cities of Abovian, Hrazdan, Cakhadzor, Bjurexavan, Charencavan, Egvard and Nor Hachn.

The MUD will, via the local authorities in Kotayk, provide the Consultant's team with suitable working space with necessary furniture and one telephone connection free of charge, as well as provide copying and printing facilities to the extent such facilities can be shared with the regular activities of authorities. The Consultant shall provide his own consumables for this purpose.

The Consultant shall be responsible for paying for all international telephone connections, computer and office equipment, office supplies, to the extent not provided by the authorities.

The MUD will, via the local authorities in Kotayk region, provide free of charge transport for the Consultant's staff to visit the region's facilities and other local institutions of relevance to the assignment, during the region's normal working hours. The Consultant shall provide all other local transportation required by the Consultant's staff throughout the term of the assignment.

The Consultant will be responsible for providing suitably qualified interpreters/translator's to work with their staff.

Throughout the assignment, the Consultant shall liaise with EBRD's Operation Leader ("OL") based in Tbilisi and the Bank's Environment & Sustainability Department as follows:

EBRD Environment & Sustainability Dept: Ebru Yildiz, Tel: +44 20 7338 6899 and Michaela Bergman, Tel: +44 20 7338 7597; EBRD OL (based in Tbilisi): Levan Sharvadze, Tel: + 995 32 44 7400

The MUD will, via the local authorities in Kotayk region, make available all of their records, plans (which are not classified), reports, designs and other documents as appropriate, but it will be the responsibility of the Consultant to translate these documents, and will provide access to all of their facilities and employees for questioning or assistance relative to an understanding of the functioning of systems and facilities.

Deliverables

The Consultant shall provide the following reports:

Inception/Scoping report:	5 weeks after mobilisation
SEP:	5 weeks after mobilisation
Draft ESIA:	15 weeks after mobilisation
Draft ESAP:	15 weeks after mobilisation
Draft NTS:	15 weeks after mobilisation
Draft PR compliance table	15 weeks after mobilisation
Final Report (incorporating final documentation)	On completion of the assignment

The reports shall be submitted in draft version. EBRD and the MUD shall review and provide comments within two weeks of receiving the reports. The final reports will be due two weeks after the comments are received.

Appendix 1:

Indicative ESIA Structure for EBRD Category 'A' Projects

1 Non-Technical Summary

Concise summary description of the proposed project, its rationale, the existing environment, the area of influence, significant environmental and social impacts, issues and opportunities, summary of key aspects of the Environmental and Social Action Plan, residual risks/issues, nature of the client/projects' systematic approach to managing the environmental and social aspects of the project including monitoring activities. Material information gaps or the need for further studies should be highlighted.

2 Operational Framework

Outline the policy, legal and administrative context of the EHSIA summarising the Bank's environmental and social requirements and the requirements of applicable regional/global conventions or agreements. The timeframe for and means by which disclosure of information and public consultation will be undertaken should be summarised with a reference made to the Stakeholder Engagement Plan. The timeframe for consideration of the project by EBRD's Board should be outlined:

- the Bank's Involvement in the project;
- applicable IFI Environmental and Social Appraisal Requirements; and
- host country and international Regulatory Framework standards and guidelines, treaties applicable.

3 Project Description

Precise up-to date description and delineation of the proposed project within its geographical, environmental and socio-economic context. This should include information on whether and how the project is part of a wider development programme including land use planning.

Project alternatives could also be considered on a consolidated basis in this section or else treated in later sections of the ESIA document.

This section will provide a comprehensive description of all components of the project and will include but not be limited to:

- Types of waste to be treated at the facility;
- Type and characteristics of the treatment system to be used;
- Scope of service and operating capacity;
- Operations aspects of the system/facility;
- Period of the system operation;
- Waste/ trade effluent discharges; and
- Persons to be employed during the construction and operation of the facility.

The description of the project will also note areas to be reserved for construction, areas to be preserved in their existing state as well as activities and features which

will introduce risks or generate impact (negative and positive) on the environment. This should involve the use of maps, site plans, aerial photographs and other graphic aids and images, as appropriate, and include information on location, general layout and size, ancillary buildings, as well as pre-construction, construction, and post construction plans.

For projects to be done on a phased basis it is expected that all phases be clearly defined the relevant time schedules provided and phase maps, diagrams and appropriate visual aids be included.

The plans for leachate treatment system and treated effluent disposal, storm water collection and disposal should also be outlined.

4 Description of the Existing Environment

A description of relevant aspects of the physical and natural environment, social and socio-economic conditions in the projects' area of influence which will serve as the baseline for impact assessment. Existing receptors and sources of impact should be described as appropriate.

- Climatic Conditions
- Geomorphology and Geology
- Land Use and Settlement Patterns
- Water Resources
 - Surface
 - Groundwater
- Hydrologic conditions (with special emphasis on storm water run-off, drainage patterns)
- Biological and Ecological Resources
 - Key Flora and Fauna
 - Protected, Listed or Endangered Species
 - Habitats
 - Ecosystem Issues
 - Existing Environmental Pressures (inc Climate adaptation)
- Landscape and Visual Issues (inc light impact if appropriate)
- Air Quality and Existing Emissions Load including particulate emissions from stationary and mobile sources, NO_x, SO_x, wind speed and direction, precipitation, relative humidity and ambient temperatures
- Noise and Vibration
- Existing Sources of Pollution and Extent of Contamination
- Availability of Solid Waste Management Facilities
- Social and Socio-Economic Issues
 - Demography (population, trends, age/gender profiles, migration)
 - Social Composition (ethnicity, clan/tribal structure, minority groups)
 - Power Relationships and Governance Issues
 - Conflict and Social Tension
 - Waste Pickers (number of people who carry out waste picking activities, how much people earn/the proportion of their livelihood obtained from waste picking, the opportunities for alternative livelihoods and any social assistance available should also be explored)

- Land Ownership and Tenure including issues relating to squatting and relocation, housing demand and supply
- Present and Proposed Land Use
- Economic Activities (formal and informal sector)
- Distribution of Income, Goods and Services
- Education
- Population Health Profile
- Gender Issues
- Vulnerable Groups
- Cultural Heritage
- Cultural Peculiarities
- Aspirations and Attitudes
- Community Health, Safety and Security
- Occupational Health and Safety
- Labour Issues and Working Conditions (as per PR 2)

5 Analysis of Alternatives

A systematic comparison of feasible alternatives to the project in terms of location, project technology or design in terms of potential environmental impact. This should include the 'do-nothing' option. Where appropriate, a least-cost analysis of alternative forms of production should be conducted (for energy generation projects for example).

6 Characterisation of Impacts and Issues

Identify the potential environmental and social impacts that could be associated with the proposed project and its feasible alternatives including those of an indirect and cumulative nature. Through a process of reasoned argumentation, impacts which are unlikely to arise or be insignificant should be discounted.

- Local impacts;
- National impacts; and
- Transboundary and Global impacts.

This section should identify and characterise positive and negative environmental impacts in terms of magnitude, significance, reversibility, extent and duration. The possibility for cumulative impacts should also be considered. Quantitative data should be employed to the extent possible. The chapter should also identify opportunities for environmental enhancement and identify key uncertainties and data gaps.

Environmental and social impacts should be identified and characterised for relevant stages of the project cycle such as:

- Pre-construction phase;
- Construction;
- Operation & Maintenance; and
- Decommissioning or Closure and Reinstatement.



Where *third parties* such as contractors are involved, their roles and capacity and the degree of control the project can exert over them should be considered.

Supply chain issues central to the project's core functions should be considered where the resource utilised by the project is ecologically sensitive, or where low labour cost is a material factor related to project competitiveness.

Environmental Impacts and Issues

- Change in drainage pattern
- Flooding potential
- Landscape impacts of excavation and construction
- Pollution of potable, surface and ground water
- Air pollution
- Wastewater generation and disposal (trade effluent);
- Socio-economic and cultural impacts, including the need for land acquisition and associated resettlement, and economic replacement, if applicable
- Hazard vulnerability
- Noise
- Odour
- Spillage of hazardous or medical waste (at treatment facility and collection trucks)
- Occupational health and safety issues
- Visual impacts, including view from the main road
- Biodiversity
- Sustainable natural resources management
- Greenhouse gas emissions
- Climate change and adaptation

Project activities and impacts should be represented in matrix form. The impacts matrix should include potential impacts, magnitude of impacts, mitigation measures, and magnitude of residual impacts after implementing mitigation measures.

The ESIA should characterise the extent and quality of the available data, explaining significant information deficiencies and any uncertainties associated with the predictions of impacts.

Social Impacts and Issues

Community health and socio-economic impacts and issues are likely to occur over different time scales and may well be inter-related with each other and environmental ones; hence the need for integrated impact assessment.

Labour and Working Conditions

Refer to PR2.

Population movements

- Temporary or permanent acquisition of land, property, economic assets (see Involuntary Resettlement Guideline); and
- Migration into or out of area.

Economic

- Impact on economic assets including land;
- Loss of employment;

- Employment creation – temporary as a result of construction, or permanent during operations;
- Potential indirect employment creation, for example through sub-contracting; and
- It is particularly important to look carefully at the potential impact on the informal sector. The informal sector is important as changes in this area can have significant consequences on the livelihoods of vulnerable people.

Community Health, Safety and Security

The EHSIA may need to identify how the project could influence the health of the affected communities. There are a number of effects that need to be considered:

- Potential for increased incidence of communicable diseases;
- Environmental conditions created by Project which may lead to deterioration in health; and
- The impact of the project on access to health care. Would the project lead to severance from health care facilities.

It is important that there is initial baseline information on the health situation of the community within the area of impact. This will enable changes in health condition to be more accurately measured and attributed.

Education

- The impact of the project on access to education facilities. Would the project lead to severance from education facilities; and
- Are there opportunities for education facilities to benefit from the project?

Social Conflict

Projects related to the development and use of resources can often lead to creation of tensions within and between communities; particularly in situations where the affected population is characterized by low levels of economic development and there is a struggle for access to resources. Using the information on socio-economic characteristics and social dynamics, the base line should look at whether there is a need to carry out a detailed conflict analysis. Issues to consider include:

- What interests do the different stakeholders have and what are their relations to each other;
- Potential sources of conflict between different stakeholders; and
- Will the project have an impact on the distribution of resources?

The SIA needs to be aware of existing social and economic tensions and the potential for the project to create a situation where these tensions may be exacerbated leading to creation of conflict.

Gender

Social impacts are often experienced very differently between men and women. Rather than carry out a separate gender analysis, the aim of the SIA should be to mainstream gender so that it is considered in all stages of analysis. In certain circumstances a project may adversely impact men rather than women, due either to the nature of the project or the socio-cultural and economic context of a society. What is important in a gender analysis is to understand the differential impact on men and women. Questions that need to be asked include:

- What are men and women's social and economic roles in the impacted area?
- Will the project impact adversely on men and women's social and economic roles.
- What institutional arrangements have been made for consulting with women?
- Are there equal opportunities for both men and women to benefit from the project?
- Are there barriers to women's participation and how can they be overcome without creating tensions within the community.

Indigenous Peoples

If the scoping study shows the presence of indigenous peoples (IP), then the detailed information in the baseline should determine whether an indigenous peoples plan is required. See EBRD Performance Requirement 7 for detailed requirements related to projects impacting on IPs.

7 Mitigation and Management of Impacts and Issues

This section should outline feasible cost-effective measures to prevent or minimise environmental impacts to acceptable levels and address other environmental issues such as the need for worker health and safety improvements, inter-agency coordination, community involvement, institutional strengthening or training within the executing agency/governmental agencies/project sponsor or at the community level. It should also outline measures which would enhance environmental aspects within the area affected by the project. The chapter should characterise the nature of any residual environmental impacts or issues that have not been addressed. Financial provisions for potential risks should also be described (for example escrow accounts and insurance cover to provide for *inter alia* abandonment and decommissioning, site remediation and oil spills and other emergencies).

- Pre-Construction Phase;
- Construction Phase;
- Operation and Maintenance; and
- Decommissioning or Closure and Reinstatement.

With regard to social issues, mitigation measures should be developed in relation to policy frameworks, both domestic and/or international. Domestic policy frameworks could be national or local government level, for example where a country has a poverty reduction strategy in place, or where policies are being developed with regard to agricultural development. It may relate to development of other infrastructure such as roads or energy supply improvements. Particularly in the case of education and health it is important that mitigation measures are linked to public sector provision in order to maximise positive impact and ensure sustainability. International policy frameworks could be those established by organisations such as UNICEF, UNDP, UNHCR and/or WHO.

Residual Impacts and Risks

The nature of key residual impacts should be described and the significance assessed.

Environmental risks such as the potential for accidents and incidents (such as oil spills, explosions, contaminant release, dam failure etc) to arise should be considered.

Proposed contingency planning and measures should be described and their adequacy evaluated.

Social risks are very context specific and could include factors such as:

- Economic changes such as inflationary trends;
- Political changes which may make it difficult to implement particular mitigation measures;
- Unforeseen events such as natural disasters; and
- Lack of skilled people to implement mitigation measures.

Environmental and Social Opportunities for Project Enhancement

Environmental

Inter alia:

Habitat enhancement

Set-aside

Site Remediation and Clean-up

Energy and Resource Efficiency

Cleaner Production

Institutional Strengthening

Capacity Building

Social

Whilst social impact assessments are generally concerned with mitigation of negative impacts, they also present an opportunity for impacted people to take advantage of and benefit positively from the project. Areas of benefit may include:

- temporary and permanent jobs within the project
- opportunities for local firms to sub-contract services
- opportunities for local firms to supply goods
- in cases where relocation is required there may be opportunities to improve the housing condition of people relocated.
- project may be able to link up with local schools to create opportunities for learning

Each project will have its particular opportunity for facilitating development gains and these need to be considered carefully in consultation with the community. In exploring the strategy for development opportunities, particular attention needs to be given to vulnerable categories within the area of impact. Unless very specific measures are taken, they are likely to be excluded from development gains. Annex A on vulnerable people assessment considers this in more detail. It is important to remember that particularly with this group of people, participatory or community demand driven approach to will not necessarily ensure that they are included in the benefits. Moreover, special measures may be required to enable certain categories to take part in activities, for example employment of disabled people may require the setting of special facilities.

8 Action Plans and Management Systems

Management plans, programmes and systems to address, in an integrated and comprehensive fashion, environmental and social impacts, issues and opportunities

should be established with clearly stated outcomes or targets, timeframes, responsibilities and resources required. The Bank has issued a Guidance Note on Environmental and Social Action Plans which can assist in this respect.

The Plan needs to embrace adaptive management and include appropriate monitoring activities to ensure that:

- mitigation measures are effective
- unforeseen negative impacts or trends are detected and addressed
- expected project benefits or opportunities are achieved

Monitoring should focus upon key indicators of project performance and social and environmental impact. Indicators should be aligned to elements of the existing pre-project baseline and be specific, measurable, achievable, relevant and conducted at an appropriate frequency.

Provision also needs to be made for:

- capacity building such as training of project staff or third parties (if appropriate)
- contingency and emergency response plans and measures (including adequate resources)

8 Appendices

- Names of those responsible for preparing the EIA
- References and Sources of Information
- Records of public meetings and consultations held
- Supporting Technical Data
- Photo Log

ANNEX A: Scoping and the Identification of Vulnerable Groups

An output of the scoping study should be to identify the broad categories of vulnerable people present in the projects' area of influence.

Categories are not always easy to define and may be area specific. For example an ethnic group in one area may be vulnerable, but not in another area. At the stage of the scoping study, it is necessary only to identify potential for vulnerability. Categories may also not be visible and/or 'hidden'.

The list of categories can be grouped into different types of vulnerability as follows:

Categories	Key features/Indicators
Group A <ul style="list-style-type: none"> • Elderly • Youth • Physically Handicapped • Mentally Handicapped • HIV/AIDS • Other debilitating illnesses 	Human physical characteristics related
Group B <ul style="list-style-type: none"> • Informal settlers • Common property land users • Nomadic/transhumant communities • Artesian fisher folk • Artesian miners • People below the poverty line • Sex Workers 	Economic and occupation
Group C <ul style="list-style-type: none"> • Refugees • Internally displaced people • Recent entrants into a community • Irregular migrants 	Migratory
Group D <ul style="list-style-type: none"> • Indigenous peoples • Ethnic group • Caste or Religion based 	Social group related
Group E <ul style="list-style-type: none"> • Women 	Gender
Group F <ul style="list-style-type: none"> • Geographically remote locations • Areas prone to natural disasters • Politically unstable areas • Locations with limited infrastructure 	Location/area

Baseline Socio-economic Characteristics

Collecting both quantitative data and qualitative data allows for an understanding of the socio-economic characteristics of the vulnerable categories represented in the area of influence and their relationship with the rest of the community. The table below

presents an indicative format for the range of socio-economic information and its presentation.

Category of vulnerable	Location and prevalence	Characteristics	Relationship with rest of community
Elderly	30 people, located in villages x, y, z	Lack of mobility, Potential difficulties with visibility and hearing Greater	May be respected Potentially ignored Potentially manipulated
Disabled		“	May be protected by community, but at the same time stigmatized. Project may require permission from a guardian to enable

**APPENDIX 2
POSSIBLE FORMAT FOR ENVIRONMENTAL AND SOCIAL ACTION PLAN**

No	Action	Risks Liability/ Benefits	Legislative requirement/Best practice	Investment Needs/Resources	Timetable Action to be Completed by End of Year	Target and Evaluation Criteria For Successful Implementation	Comment
1	E&S Management and training Develop and implement an Environmental Management System (EMS).	Optimisation of environmental management through a formalised system. Provide resources for training and monitoring of emissions.	Voluntary and best practice	Own resources, external consultants. Cost	2009	Develop an EMS. Attain ISO 14001 or equivalent. Attain certification by xxx Annual E&S Report to the Bank	

APPENDIX 3**SUGGESTED FORMAT FOR EBRD PERFORMANCE REQUIREMENTS COMPLIANCE REPORTING TABLE**

PR nr.	PR Requirement / issue	Compliance Status	Non-compliance areas	Comments/ Recommendations
	Summary of pertinent requirement or cross reference to the PR clause or paragraph number	Compliance status	Non-compliance areas (if any) to be additionally investigated or reflected as action points in ESAP	State whether additional studies / information / actions are required to meet EBRD requirements

SCHEDULE B

Staffing Schedule and Breakdown of Costs
(All amounts to be exclusive of indirect taxes, including VAT, which may be chargeable by the Consultant)

Armenia: Kotayk Solid Waste Management - Environmental and Social Due Diligence

EUR

1. Fees :

Name of Expert	Job Title	
	Lump sum contract inclusive of all expenses	120,000.00
Kresten Berntsen	Solid Waste Management Expert	
Nune Darbinyan	Public Consultation Expert	
Larissa Lauritzen	Environmental and Social Due Diligence Expert	
Albert Manukyan	Site Investigation Expert	
Gevorg Martirosyan	Design and Visualisation Expert	
Armine Simonyan	EIA and Environmental Legislation Expert	
Crsten Skov	Landfill Expert	
Total Fees:		120,000.00

Invoices must be prepared according to the attached Rules for the Preparation of Invoices. The Bank and the Client shall not be responsible for delays in paying invoices if the Consultant's invoices do not comply with the attached Rules. Unless otherwise stated, any equipment included in the Contract and purchased by the Consultant shall be disposed of at the end of the Contract as may be directed by the Bank.

RULES FOR THE PREPARATION OF INVOICES

The following points shall be observed when submitting invoices for payment.

- **All invoices except for the advance payment shall be addressed and sent to:**

The original invoice and supporting documentation shall be sent to the Client at:

Deputy Minister, Ministry of Urban Development
Government Building 3, Republic Square
YEREVAN
0010
Armenia

With a copy sent simultaneously to the Bank at:

Invoice Control
European Bank for Reconstruction and Development
One Exchange Square
London EC2A 2JN
UK

The Consultant should note that the copy of the invoice sent to the Bank is for its information only. The Consultant should be aware that the Bank will not be authorised to release payment for the invoice until the original invoice is approved and forwarded to the Bank by the Client.

The Invoice for the advance payment should be addressed and sent directly to EBRD for payment.

- The Contract number **C20636/EBSF-2010-09-140REV** shall be quoted on the invoice.
- Invoices shall be marked to show the Consultant's business address, invoice number and date. The name and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice.
- The Bank will only make payments after (i) an original signed copy of the Contract has been sent to the Consultancy Services Unit (ii) submission of original invoices and original supporting receipts (no faxes or copies shall be acceptable) and (iii) confirmation from the Client that the invoice is in order.
- Invoice payments will be made by direct transfer to a bank account.
- Full details of the bank account where payment shall be made must be supplied on the invoices, including currency of the account.
- Period during which Services were performed must be stated.
- Invoices shall be itemised in the order set out in Schedule B.
- Fees and per diem allowances must be invoiced as per Clause 3.04 of the Contract.
- Exchange rates should be stated in the invoice.
- Any change to the Contract necessitating an amendment to the Contract should be completed prior to submission of an invoice.
- The last of the invoices (or, as the case may be, the only invoice) issued by the Consultants for the Services shall be called the "Final Invoice" and shall be indicated as such. The Final Invoice

shall not be issued until all the Consultant's obligations for performing the Services have been fulfilled and the Client has confirmed completion of the Services. The "Final Invoice" must be submitted within three months of the completion of the Services or the expiry date of the Contract.

- Reimbursable expenses, including Air Travel, Local Travel and Miscellaneous costs must be invoiced in the currency of the Contract, according to Clause 3.04 of the Contract. For reimbursement of air travel costs, original ticket stubs must be submitted, together with boarding cards and travel agency receipts.
- A numbered list detailing each reimbursable item shall be submitted, with correspondingly numbered original receipts for each item attached.
- Purchase of goods will be subject to the Bank's Procurement Policies and Rules in particular paragraphs 3.12 and 3.13.
- Any applicable indirect tax, including VAT chargeable by the Consultant shall be separately itemised on the invoices; such amounts shall not be paid with the Grant funds by the Bank and shall be recoverable directly from the Client.
- Any questions regarding these Rules should be addressed to the Senior Budget Officer, The Consultancy Services Unit, telephone: + 44 20 7338 6927.

