

**REQUEST FOR PROPOSALS
RFP/ QCBS / GEO-2013-004**

MILLENNIUM CHALLENGE ACCOUNT - Georgia



**On Behalf of:
THE GOVERNMENT OF Georgia
Funded by**

**THE UNITED STATES OF AMERICA
through
THE MILLENNIUM CHALLENGE CORPORATION**

Procurement of Consultant Services

**Design and Environmental/Social/Gender Studies
Of Public Schools in Georgia**

Date: May 14, 2013

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Letter of Invitation for Proposals

Re: Procurement of Consultant Services for Design and Environmental/Social/Gender Studies of Public Schools in Georgia

RFP Ref: QCBS/GEO-2013-004

1. The Board of Directors of MCC has determined that Georgia is eligible for assistance from MCC, and is seeking to enter into a Millennium Challenge Compact with Georgia to advance economic growth and poverty reduction in Georgia. The Government of the Georgia (GoG) has received grant funding of US\$2,700,000 from the Millennium Challenge Corporation (MCC) of the United States Government to enable the GoG to support such activities, under the authority of Section 609(g) of the Millennium Challenge Act of 2003.
2. The Government, acting through Millennium Challenge Account-Georgia (“MCA-Entity”), intends to apply a portion of the pre-compact grant to eligible payments under a contract for which the Request for Proposals is issued. Any payments made under the proposed contract will be subject, in all respects, to the terms and conditions of the Grant and implementation Agreement and related documents, including restrictions on the use of MCC funding and conditions to the disbursements of MCC funding. No party other than the Government and the MCA Entity shall derive any rights from the pre-Compact grant or have any claim to the proceeds of MCC Funding.
3. The GoG has recently completed the Compact of a five-year, \$395 million grant agreement with MCC that improved the country's physical infrastructure and invested in small and medium enterprises in agricultural and rural development. On December 19, 2012, MCC’s Board of Directors re-selected Georgia as eligible for MCC assistance for a second grant. An analysis of economic growth in Georgia conducted by the GoG in 2011 identified human capital as a binding constraint to continued growth. The GoG is developing an investment proposal for a package of investments in a) general education, including facility improvement in rural schools and teacher training, b) TVET, and c) the delivery of high quality, English language bachelor degree and other university programs in priority fields. This Invitation for Proposals follows the Specific Procurement Notice that appeared in dgMarket and, in UNDB Online on **April 15, 2013**.
4. The MCA-Entity now invites proposals to provide the consultant services referenced above (“Proposals”). More details on these consultant services are provided in the Terms of Reference.
5. The Request for Proposal (“RFP”) is open to all eligible entities or persons (“Consultants”) who wish to respond. Consultants may only associate with each other in the form of a joint venture or in a sub-consultancy agreement to

- complement their respective areas of expertise to enhance their capacity to successfully carry out the assignment and so long as any association is otherwise formed in accordance with the terms of the RFP.
6. The consultant services, and the contract expected to be awarded, are divided into the following Phases: Phase 1 – Design and Environmental/Social/Gender Studies and Phase 2 – Construction Supervision (Optional)
 7. A Consultant will be selected under the **Quality and Cost Based Selection**, the evaluation procedure for which is described in sections of the RFP in accordance with “MCC Program Procurement Guidelines” which are provided on the MCC website www.mcc.gov.
 8. The RFP Document includes the following Sections:

Section 1 Instructions to Consultants

This section provides information to help potential Consultants prepare their Proposals; it also provides information on the submission, opening, and evaluation of Proposals and on the award of the proposed contract.

Section 2 Proposal Data Sheet

This section includes provisions that are specific to this procurement and that supplement Section 1, Instructions to Consultants.

Section 3 Qualification and Evaluation Criteria

This section specifies the qualifications required of the Consultant and the criteria to be used to evaluate the Proposal.

Section 4A Technical Proposal Forms

This section provides the Technical Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant’s total Proposal.

Section 4B Financial Proposal Forms

This section provides the Financial Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant’s total Proposal.

Section 5 Contract Forms:

- I Contract Agreement
- II General Conditions of Contract
- III Special Conditions of Contract
- IV Appendices

Section 6 Terms of Reference

This section includes the detailed Terms of Reference for this procurement that describe the nature, tasks and duties of the consultant services to be procured.

Consultants interested in submitting a Proposal should register their interest by sending an e-mail, giving full contact details of the Consultant, to Procurement Director

Dimitri Kemoklidze

Email: procurement@mcageorgia.ge

9. Site visit and a pre-Proposal meeting will be held on **May 29 and 30, 2013** if so specified in the Proposal Data Sheet. Attendance is strongly advised for all prospective Consultants or their representatives but is not mandatory.
10. The closing time for receipt of Proposals is **June, 27, 2013 at 6:00 pm** local time in **Georgia (GMT+4)**. Proposals received after this time and date shall not be considered and will be returned unopened. Consultants should be aware that distance and customs formalities may require longer than expected delivery time.

Yours sincerely,

George Zurabashvili

Millennium Challenge Account- Georgia

Acting CEO

Section 1 Instructions to Consultants

Definitions

- (a) “Associate” means any entity or person with whom the Consultant associates in order to provide any part of the Services.
- (b) “Compact” means the Millennium Challenge Compact between the United States of America, acting through the Millennium Challenge Corporation, and the Government of [Georgia], as may be amended from time to time.
- (c) “Confirmation” means confirmation in writing.
- (d) “Consultant” means any entity or person that may provide or provides the Services to the MCA –Georgia under the Contract.
- (e) “Contract” means the contract proposed to be entered into between the MCA -Georgia and the Consultant, including all attachments, appendices, and all documents incorporated by reference therein, a form of which is included in Section 5 of this RFP.
- (f) “Day” means a calendar day.
- (g) “FBS” means Fixed Budget Selection method.
- (h) "Financial Proposal" has the meaning given the term in ITC Sub-Clause 3.6.
- (i) “Fraud and Corruption” means any of those actions defined in the GCC (including the phrases “coercive practice,” “collusive practice,” “corrupt practice,” “fraudulent practice,” “obstructive practice,” and “prohibited practice” as defined in GCC Sub-Clause 1.1, according to which action may be taken against the Consultant, Personnel or MCA -Georgia personnel.
- (j) “GCC” means the General Conditions of Contract.
- (k) “Government” or “GoG” means the Government of Georgia.
- (l) “Instructions to Consultants” or “ITC” means Section 1 of this RFP, including any amendments, which provides Consultants with all information needed to prepare their Proposals.

- (m) “In writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt.
- (n) "Key Professional Personnel" means the key professional personnel nominated pursuant to ITC Sub-Clause 3.4(d).
- (o) “LCS” means Least Cost Selection method.
- (p) “MCA Entity” means Millennium Challenge Account – Georgia, the accountable entity responsible for implementing the Compact.
- (q) “MCC” means the Millennium Challenge Corporation, a United States Government corporation, acting on behalf of the United States Government.
- (r) “PDS” means the Proposal Data Sheet, in Section 2 of this RFP, used to reflect specific country and assignment conditions.
- (s) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultants, or associates that are assigned to perform the Services or any part thereof.
- (t) "Pre-Proposal Meeting" means the pre-proposal meeting specified in the **PDS**, if any.
- (u) “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a Consultant in response to this RFP.
- (v) “QBS” means Quality-Based Selection method.
- (w) “QCBS” means Quality and Cost-Based Selection method.
- (x) “RFP” means this Request for Proposals, including any amendments that may be made, prepared by the MCA-Entity for the selection of the Consultant.
- (y) “SCC” means the Special Conditions of Contract.
- (z) “Services” means the tasks to be performed by the Consultant pursuant to the Contract.
- (aa) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (bb) “Taxes” has the meaning given the term in the 609(g) Agreement or the Compact.

- (cc) “TEP” means the Technical Evaluation Panel, selected for the purpose of evaluating the Proposals received, that submits a report with recommendation for award of the Contract for which this RFP is being issued.
- (dd) "Technical Proposal" has the meaning given the term in ITC Sub-Clause 3.4.
- (ee) “Terms of Reference” or “TOR” means the document included in this RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the MCA -Georgia and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The MCA-Entity named in the **PDS** will select a Consultant in accordance with the selection method specified in the **PDS**.
- 1.2 Throughout this RFP except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and the feminine means the masculine and vice versa.
- 1.3 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for this assignment as specified in the **PDS**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.4 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the MCA-Entity before submitting a Proposal and to attend a Pre-Proposal Meeting if one is specified in the **PDS**. Attending any Pre-Proposal Meeting is strongly advised, but not mandatory. Attending any Pre-Proposal Meeting and/or a site visit shall not be taken into account for the purpose of evaluation of Proposals.
- 1.5 The MCA-Entity will timely provide, at no cost to the Consultant, the inputs and facilities specified in the **PDS**, assist the firm in obtaining licenses and permits needed

to carry out the Services, and make available relevant project data and reports. No other inputs will be provided. Therefore, a Consultant shall plan to cover all incurred expenses that may be foreseen to initiate and sustain the Services in a timely manner, including but not limited to office space, communication, insurance, office equipment, travel, etc. not otherwise specified in the **PDS**.

- 1.6 Consultants shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation.
- 1.7 The MCA Entity is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to any Consultant.

Conflict of Interest

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

Conflicting Activities

- (a) A Consultant that has been engaged by the MCA Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or services other than consulting services resulting from or directly related to such consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys,

exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignments

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

Conflicting Relationships

- (c) A Consultant (including its associates, if any, its Personnel and Sub-Consultants and any of its affiliates) that have a business or family relationship with a member of the MCA -Georgia's supervisory board or the MCA Entity staff, or with the Procurement Agent or Fiscal Agent (as defined in the Compact or related agreements) hired by the MCA-Entity who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MCC throughout the selection process and the execution of the Contract.

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

1.8.3 No member of the MCA Entity's supervisory board or current employees of the MCA Entity shall work as, or on behalf of, any Consultant.

- 1.8.4 No current employees of the Government shall work as Consultants or as Personnel under their own ministries, departments or agencies.
- 1.8.5 Recruiting former MCA-Entity or Government employees to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.
- 1.8.6 If a Consultant nominates any Government employee as Personnel in their Technical Proposal, such Personnel must have written certification from the Government confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the MCA-Entity by the Consultant as part of its Technical Proposal.
- 1.8.7 In the case where a Consultant seeks to engage the services of any person falling under ITC Sub-Clauses 1.8.3 – 1.8.6, who may have left the MCA-Entity within a period of less than twelve (12) months of the date of this RFP, it must obtain a “no-objection” from the MCA-Entity for the inclusion of such a person, prior to the Consultant’s submission of its Proposal.

Unfair Advantage

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

Fraud and Corruption

- 1.9 MCC requires that all beneficiaries of MCC Funding, including the MCA-Entity and any bidders, suppliers, contractors, subcontractors and consultants under any MCC-funded contracts observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the MCA-Entity:
 - (a) will reject a Proposal if it determines that the Consultant recommended for award has, directly or through an agent, engaged in Fraud and Corruption in competing for the Contract;
 - (b) as the right to sanction a Consultant, including declaring the Consultant ineligible, either

indefinitely or for a stated period of time, to be awarded an MCC-funded contract if at any time it determines that the Consultant has, directly or through an agent, engaged in Fraud and Corruption in competing for, or in executing such a contract; and

- (c) has the right to require that a provision be included in the Contract requiring the selected Consultant to permit the MCA-Entity, MCC, or any designee of MCC, to inspect its accounts, records and other documents relating to the submission of a Proposal or performance of the Contract, and to have such accounts and records audited by auditors appointed by MCC or by the MCA Entity with the approval of MCC.

In addition, MCC has the right to cancel the portion of MCC Funding allocated to the Contract if it determines at any time that representatives of a beneficiary of the MCC Funding engaged in Fraud and Corruption during the selection process or the execution of the Contract, without the MCA-Entity or the beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.

MCC may also invoke, on its own behalf, any of the rights identified for the MCA-Entity in ITC Sub-Clause 1.9(a)-(c) above.

Eligibility

- 1.10 Consultants (including their associates, if any), their Sub-Consultants and Personnel, shall satisfy the eligibility criteria set forth below, as applicable.

Ineligibility and Debarment

- 1.10.1 Consultants (including their associates, if any), their Personnel and Sub-Consultants shall not be any person or entity under a declaration of ineligibility for Fraud and Corruption in accordance with ITC Sub-Clause 1.8, or that have been declared ineligible for participation in a procurement in accordance with the procedures set out in the MCC Program Procurement Guidance paper entitled "*Excluded Parties Verification Procedures in MCA-Entity Program Procurements*" that can be found on MCC's website at www.mcc.gov. This would also remove from eligibility for participation in a procurement any firm that is organized in or has its principal place of business or a significant portion of its operations in any country that

is subject to sanction or restriction by law or policy of the United States. As of the date of this Request for Proposals, those countries are ***[Cuba, Iran, North Korea, Sudan and Syria]***. However, the countries subject to these sanctions and restrictions are subject to change from time to time and it is necessary to refer to the web sites identified in the guidance paper referenced above for the most current listing of sanctioned and restricted countries.

Consultants (including their associates, if any), their Personnel and Sub-Consultants not otherwise made ineligible for a reason described in the immediately preceding paragraph shall be excluded if:

- (a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of such Consultant, associates, Personnel or Sub-Consultants;
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from the country of such Consultant, associates, Personnel or Sub-Consultants or any payments to persons or entities in such country; or
- (c) such Consultant, associates, Personnel or Sub-Consultants are otherwise deemed ineligible by MCC pursuant to any policy or guidance that may, from time to time, be in effect as posted on the MCC website at www.mcc.gov.

Qualification and
Eligibility of
Consultants

- 1.10.2 Consultants must satisfy the legal, financial and litigation criteria requirements stated in Paragraphs 3.1 to 3.3 of Section 3 of this RFP.
- 1.10.3 Consultants must also satisfy the eligibility criteria set forth in this RFP and as contained in the “MCC Program Procurement Guidelines” governing MCC-funded procurements under the Compact.

Eligibility of Associates

- 1.10.4 In the case where a Consultant intends to associate with another Consultant and/or individual expert(s), then such associates shall also be subject to the eligibility criteria set forth in this RFP and as contained in the “MCC Program Procurement Guidelines” governing

MCC-funded procurements under the Compact.

Eligibility of
Government-owned
Entities

1.10.5 Government-Owned Enterprises (GOEs) are not eligible to compete for MCC-funded contracts. GOEs (i) may not be party to any MCC-funded contract for goods, works, or services procured through an open solicitation process, limited bidding, direct contracting, or sole source selection; and (ii) may not be pre-qualified or shortlisted for any MCC-funded contract anticipated to be procured through these means. This prohibition does not apply to Government-owned Force Account units owned by the Government of Georgia, or Government-owned educational institutions and research centres, any statistical, mapping or other technical entities not formed primarily for a commercial or business purpose, or where a waiver is granted by MCC in accordance with Part 7 of MCC's Program Procurement Guidelines. All Consultants must certify their status as a part of their submission in form Tech 1.

Trafficking in Persons

1.10.6 MCC has a zero tolerance policy with regard to trafficking in persons. Trafficking in persons (TIP) is the crime of using force fraud, and/or coercion to exploit another person. Human trafficking can take the form of domestic servitude, peonage, forced labor, sexual servitude, bonded labor, and the use of child soldiers. This practice deprives people of their human rights and freedoms, increases global health risks, fuels growing networks of organized crime, and can sustain levels of poverty and impede development. MCC is committed to working with partner countries to ensure appropriate steps are taken to prevent, mitigate, and monitor TIP risks in the countries it partners with and projects it funds.

1.10.7 The Description of Services may set out certain prohibitions, consultant requirements, remedies and other provisions that will be made a binding part of any contract that may be entered into with respect to this procurement. As such, those provisions, if included, should be given careful consideration.

1.10.8 Additional information on MCC's requirements aimed at combating TIP can be found in Part 15 of MCC's Program Procurement Guidelines.

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|---|---|
| Commissions and Gratuities | 1.11 A Consultant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this RFP or its Proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4B). |
| Origin of Goods and Consulting Services | 1.12 Goods supplied and consulting services provided under the Contract may originate from any country subject to the same restrictions specified for Consultants (including their associates, if any), their Personnel and Sub-Consultants set forth in ITC Sub-Clause 1.10. |
| Only one Proposal | 1.13 Consultants may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, all such Proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one Proposal. |
| Proposal Validity | 1.14 The PDS indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Key Professional Personnel nominated in the Proposal. The MCA-Entity will make its best effort to complete negotiations within this period. Should the need arise, however, the MCA-Entity may request Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Professional Personnel nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new Key Professional Personnel in replacement, which would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. |
| Source of Funds; Compact Terms and Conditions | 1.15 MCA-EntityMCA-Entity MCC and the Government have entered into the 609(g) Agreement and intend to enter into a Compact to help facilitate poverty reduction through economic growth in Georgia. The Government, acting through MCA-Entity, intends to apply a portion of the proceeds of MCC Funding made available pursuant to the proposed Compact to eligible payments under the Contract.. Payments under the Contract will be subject, in all respects, to the terms and conditions of the |

Compact and related documents, including restrictions on the use of MCC Funding and conditions to disbursements. No party other than the Government and MCA-Entity shall derive any rights from the 609(g) Agreement or the Compact (if executed), or have any claim to the proceeds of MCC Funding.

2. Clarification and Amendment of RFP Document
 - 2.1 Consultants may request a clarification of the RFP documents up to the number of days indicated in the **PDS** before the Proposal submission date. Any request for clarification must be sent in writing or by email or fax to the MCA Entity at the address indicated in the **PDS**. The MCA-Entity will respond in writing or by email or fax and will send written copies of the response (including an explanation of the query, but without identifying the source of inquiry) to all Consultants by the date specified in the **PDS**.
 - 2.2 Should the MCA-Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under ITC Sub-Clause 2.4.
 - 2.3 At any time prior to the deadline for submission of Proposals, the MCA Entity may, for any reason and at its sole discretion, amend the RFP by issuing an amendment following the procedure under ITC Sub-Clause 2.4.
 - 2.4 Any amendment issued under ITC Sub-Clauses 2.2 or 2.3 shall (a) become a part of the RFP and (b) be communicated in writing to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from the MCA-Entity, as the case may be.
 - 2.5 To give prospective Consultants reasonable time in which to take an amendment into account in preparing their Proposals, the MCA-Entity may, at its discretion, extend the deadline for the submission of Proposals
3. Preparation of Proposals
 - 3.1 The Proposal, as well as all related correspondence exchanged by the Respondents and the MCA-Entity, shall be written in English.
 - 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

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

- (a) In the case where there has been no shortlisting of Consultants, if a Consultant considers that it may enhance its expertise for the assignment, it may associate with another Consultant. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

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

- (b) The estimated number of person-months for Key Professional Personnel envisaged to execute the assignment may be shown in the **PDS**. However, the evaluation of the Proposal shall be based on the number of person-months estimated by the Consultant.

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

- (c) Alternative Key Professional Personnel shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position indicated in the TOR.

Technical Proposal

3.4 Consultants are required to submit a technical proposal, which shall provide the information indicated in the

Format and Content

following paragraphs (a) through (g) using the standard forms provided in Section 4A (the “Technical Proposal”). A page is considered to be one printed side of A4 or US letter-size paper.

- (a) Information on the Consultant’s financial capacity is required (Form TECH-2 of Section 4A). A brief description of the Consultants’ organization and an outline of recent experience of the Consultant and of each associate, if any, on assignments of a similar nature is required (Form TECH-3 and TECH-4 of Section 4A). For each assignment, the outline should indicate the names of associates or Key Professional Personnel who participated, duration of the assignment, contract amount, and Consultant’s involvement. Information should be provided only for those assignments for which the Consultant was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consultants cannot be claimed as the experience of the Consultant, or that of an associate, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the MCA-Entity. References of the Consultant are also required (Form TECH-5 of Section 4A).
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the MCA Entity (Form TECH-7 of Section 4A).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposal is provided (Form TECH-6 of Section 4A). The work plan should be consistent with the Work and Deliverables Schedule (Form TECH-10 of Section 4A) which

will show in the form of a bar chart the timing proposed for each activity.

- (d) The list of the proposed Key Professional Personnel by area of expertise, the position that would be assigned to each person, and their tasks (Form TECH-8 of Section 4A).
- (e) Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment (Form TECH-9 of Section 4A). The person-months input should be indicated separately for home office and field activities, and for foreign and local professional staff.
- (f) CVs of the Key Professional Personnel signed by the staff themselves and/or by the authorized representative (Form TECH-11 of Section 4A).
- (g) A detailed description of the proposed methodology and staffing for training, if the **PDS** specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information other than the required information in Form TECH-2. A Technical Proposal containing financial information will constitute grounds for declaring the Proposal non-responsive.

Financial Proposals

3.6 The Consultant's financial proposal shall be prepared using the forms provided in Section 4B (the "Financial Proposal"). It shall list all prices associated with the assignment, including remuneration for Personnel (foreign and local, in the field and at the Consultants' home office) and travel expenses, if indicated in the **PDS**. All activities and items described in the Technical Proposal shall be assumed to be included in the price offered in the Financial Proposal.

3.7

Taxes

. Except as may be exempt pursuant to the 609(g) Agreement or the Compact, a Consultant (including its associates, if any), Sub-Consultants, and their respective Personnel shall be subject to certain Taxes (as defined in the 609(g) Agreement or the Compact) under applicable law (now or hereafter in effect). The Consultant, (including its associates, if any), Sub-Consultants and their respective Personnel shall pay all such Taxes. In the event that any Taxes are imposed on the Consultant, its associates, Sub-Consultants, or their respective

Personnel, the Contract price shall not be adjusted to account for such Taxes. The MCA -Georgia shall have no obligation to pay or compensate the Consultant, its associates, Sub-Consultants, or their respective Personnel for any existing or future taxes, duties, levies, contributions or other similar charges.

Currencies

3.8 Consultants must submit their Financial Proposals in the currency or currencies specified in the **PDS**.

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

4. Submission, Receipt, and Opening of Proposals

4.1 The following applies to the “**ORIGINAL**” of the Technical Proposal, and of the Financial Proposal. The “**ORIGINAL**” shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person signing the Proposal must initial such corrections, as well as initial each page of the relevant “**ORIGINAL**”. The submission letters for the Technical Proposal and for the Financial Proposal should respectively be in the format shown in (Form TECH-1) and (Form FIN-1).

4.2 If required in the **PDS**, the authorized representative of the Consultant signing the “**ORIGINALS**” of the Technical and of the Financial Proposal shall provide within the Technical Proposal an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign the “**ORIGINALS**” on behalf of the Consultant, and its associates. The signed Technical Proposals and the signed Financial Proposals shall be clearly marked “**ORIGINAL**”.

4.3 Copies of the Technical Proposal and the Financial Proposal shall be made, in the number stated in the **PDS**, and each shall be clearly marked “**COPY**”. It is preferred that all copies required should be made by photocopying the “**ORIGINAL**” as appropriate. However, the Consultant should note that if copies are made by any other means and discrepancies are found between the original and any of the copies of the relevant documents, then the “**ORIGINAL**” shall govern.

4.4 The “**ORIGINAL**” and each “**COPY**” of the Technical

Proposal shall be placed in a sealed envelope/parcel clearly marked **“Technical Proposal”**. Similarly, the “ORIGINAL” and each “COPY” of the Financial Proposal shall be placed in a separate sealed envelope/parcel clearly marked **“Financial Proposal”**.

Each envelope/parcel shall bear the name and address of the MCA-Entity as stated in the **PDS** (ITC Sub-Clause 4.4), the name and address of the Consultant (in case they have to be returned unopened, and the Name of the Assignment as stated in the **PDS** (ITC Sub-Clause 1.3).

In addition, the envelope/parcel containing the original and copies of the Financial Proposal shall be marked with a warning **“Do Not Open With the Technical Proposal.”** If the Financial Proposal is not submitted in a separate sealed envelope/parcel duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

The two envelopes/parcels containing the Technical Proposal and the Financial Proposal shall then be placed into one outer envelope or carton (as appropriate) and securely sealed to prevent premature opening. This outer envelope/carton shall bear the submission address, name and address of the Consultant, name of the assignment reference number, and be clearly marked **“Do Not Open, Except In Presence of the Official Appointed, Before [state submission time and date]** as indicated in the **PDS**. The MCA Entity shall not be responsible for misplacement, losing or premature opening if the outer envelope/carton is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection.

- 4.5 Proposals must be received by the MCA-Entity at the address and no later than the time and on the date specified in the **PDS**, or any extension of this date in accordance with ITC Sub-Clause 2.5. Any Proposal received by the MCA Entity after the deadline for submission shall be declared late, rejected and returned unopened to the Consultant.
- 4.6 The MCA-Entity shall open the outer envelopes/cartons as soon as possible after the deadline for submission and sort the Proposals into Technical Proposals or Financial Proposals as appropriate. The Technical proposals will

be opened as specified in the **PDS**. The envelopes with the Technical Proposals shall remain sealed until the TEP is ready to convene. The MCA-Entity shall ensure that the Financial Proposals remain sealed and securely stored until such time as the public opening of Financial Proposals takes place.

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|---|-----|---|
| 5. Proposal Evaluation | 5.1 | From the time Proposals are opened to the time the Contract is awarded, Consultants may not contact the MCA-Entity on any matter related to its Technical Proposal or Financial Proposal. Any effort by a Consultant to influence the MCA-Entity in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultant's Proposal. |
| Evaluation of Technical Proposals | 5.2 | The TEP shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in Section 3. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the PDS . |
| Financial Proposals
(only for QBS) | 5.3 | Following the ranking of Technical Proposals, and after receiving a "no objection" from MCC (if applicable), when selection is based on quality only (QBS), the first ranked Consultant will be invited to negotiate its Proposal and the Contract in accordance with the instructions given under ITC Sub-Clause 6.1. |
| Financial Proposals
(only for QCBS, FBS,
LCS) | 5.4 | Following completion of the evaluation of Technical Proposals, and after receiving a "no objection" from MCC (if applicable), the MCA Entity shall notify all Consultants who have submitted Proposals of (a) those Proposals which were considered non-responsive, (b) the technical scores of those Proposals which were deemed responsive and (c) to those who achieved the minimum qualifying mark, the date, time and location for the opening of the Financial Proposals. |

The notification shall also advise those Consultants whose Technical Proposals did not meet the minimum qualifying mark, or which were considered non-responsive, that their Financial Proposals will be

returned unopened after the MCA-Entity has completed the selection process.

- 5.5 Financial Proposals shall be opened publicly in the presence of those Consultants' representatives who choose to attend at the date, time and location stated in the notice issued pursuant to ITC Sub-Clause 5.4. All Financial Proposals will first be inspected to confirm that they have remained sealed and unopened. Only the Financial Proposals of those Consultants who met the minimum qualifying mark following the Technical Evaluation stage will be opened. The Technical Score (St) and only the Total Proposal Price, as stated in the Financial Proposal Submission Form (Form FIN-1) shall be read out aloud and recorded. A copy of the record shall subsequently be sent to those Consultants whose Financial Proposals were opened and to MCC.
- 5.6 The TEP will correct any computational errors, and in cases of a discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In cases where an activity or line item is quantified differently in the Financial Proposal from the Technical Proposal, no corrections will be applied to the Financial Proposal in this respect. If Consultants are not required to submit financial proposals in a single currency, prices shall be converted to a single currency for evaluation purposes using the selling rates of exchange, source and date indicated in the **PDS**.
- 5.7 For Quality and Cost Based Selection (QCBS), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in Section 3: Qualification and Evaluation Criteria. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in Section 3. $S = St \times T\% + Sf \times P\%$. The Consultant achieving the highest combined technical and financial score will be invited for

negotiations.

- 5.8 In the case of Fixed-Budget Selection (FBS), the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection (LCS), the MCA-Entity will select the lowest priced proposal among those that passed the minimum technical score. In both cases, the evaluated proposal price according to ITC Sub-Clause 5.6 shall be considered, and the selected firm invited for negotiations.
- 5.9 Prior to execution of a contract, the MCA-Entity shall reserve the right to conduct a verification of the market-reasonableness of the prices offered. A negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the proposal at the discretion of the MCA-Entity. The Consultant shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, the MCA-Entity may also verify any information provided on Form TECH-5 in the proposal. A negative determination in the post-qualification could lead to the rejection of the Proposal and the MCA Entity may, at its discretion, move to invite the next-ranked Consultant for negotiation.

6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the **PDS**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the Key Professional Personnel listed in the Technical Proposal. Failure to confirm such Personnel may result in the MCA-Entity proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract on behalf of the Consultant.

Technical Negotiations

- 6.2 Negotiations will commence with a discussion of the Technical Proposal, including (a) proposed technical approach and methodology, (b) work plan, (c) organization and staffing, and (d) any suggestions made by the Consultant to improve the Terms of Reference.

The MCA Entity and the Consultant will then finalize

the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract under “Description of Services.” Special attention will be paid to clearly defining the inputs and facilities required from the MCA Entity to ensure satisfactory implementation of the assignment.

The MCA-Entity shall prepare minutes of negotiations which will be signed by the MCA-Entity and the Consultant.

Financial Negotiations	6.3	It is the responsibility of the Consultant, before starting financial negotiations, to contact the tax authorities to determine the Tax amount to be paid by the Consultant under the Contract. In no event, shall the MCA-Entity be responsible for the payment or reimbursement of any Taxes. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
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Availability of Professional Staff/Experts	6.4	Having selected the Consultant on the basis of, among other things, an evaluation of proposed Key Professional Personnel, the MCA-Entity expects to negotiate a Contract on the basis of those Personnel named in the Technical Proposal. Before Contract negotiations, the MCA-Entity will require assurances that the proposed Key Professional Personnel will be actually available.
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During Contract negotiations, the MCA-Entity will not consider substitution of any Key Professional Personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the Personnel. If this is not the case and if it is established that any Key Professional Personnel were offered in the Proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

Conclusion of the Negotiations	6.5	Negotiations will conclude with a review of the draft Contract and Appendices, following which the MCA Entity and the Consultant will initial the agreed Contract. If negotiations fail, the MCA-Entity will invite the Consultant whose Proposal received the second highest
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score to negotiate a Contract.

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| 7. Award of Contract | 7.1 After the award of Contract, the MCA-Entity shall publish on its website, at dgMarket and at UNDB online the results identifying the procurement, the name of the winning Consultant and the price, duration, and summary scope of the Contract. The same information shall be sent to all Consultants who have submitted Proposals. After Contract signature, the MCA-Entity shall return the unopened Financial Proposals to the unsuccessful Consultants. |
| | 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the PDS . |
| 8. Confidentiality | 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may subject the Consultant to the provisions of the Government's, the MCA-Entity's and MCC's antifraud and corruption policies. |
| 9. Bid Challenge System | 9.1 Any Consultant has the right to complaint and appeal, but must do so in the manner and format set down in the bid challenge system published on the MCA-Entity's website www.mcageorgia.ge . |
| 10. Compact Conditionalities | 10.1 Consultants are advised to examine and consider carefully the provisions that are set forth in Appendix G to the Contract, as these are a part of the Government's and the MCA Entity's obligations under the Compact and related agreements, which, under the terms of the Compact and related agreements, are required to be transferred onto any Consultant (including any associate) or Sub-Consultant who partakes in procurement or subsequent contracts in which MCC funding is involved. |
| | 10.2 The provisions set forth in Appendix G to the Contract apply both during the RFP procedures and throughout the performance of the Contract. |

Section 2 Proposal Data Sheet

ITC 1.1	<p>The name of the MCA Entity is MCA-Georgia</p> <p>The method of selection is the Quality and Cost Based method.</p>
ITC 1.3	<p>The Name of the assignment is:</p> <p style="text-align: center;">Design and Environmental/Social/Gender Studies of Public Schools in Georgia</p>
ITC 1.4	<p>Site visit and a Pre-Proposal Meeting will be held on 29th and 30th of May, 2013. Attendance is strongly advised for all prospective Consultants or their representatives but is not mandatory.</p>
ITC 1.5	<p>The MCA-Entity will provide the following inputs and facilities:</p> <p>N/A</p>
ITC 1.14	<p>Proposals must remain valid for ninety (90) days after the deadline for the submission of Proposals specified in PDS ITC 4.5.</p>
ITC 2.1	<p>Clarifications may be requested by e-mail not later than 20 days before the deadline for submission of the Proposals, so that responses can be issued to all Consultants not later than 10 days prior to the deadline for submission of Proposals.</p> <p>The address for requesting clarifications is:</p> <p>MCA-Georgia Att.: Dimitri Kemoklidze. Procurement Director</p> <p style="text-align: center;">Email: procurement@mcageorgia.ge</p>
ITC 3.1	<p>Technical and Financial Proposals shall be submitted in English Yes [x] No</p>
ITC 3.4(g)	<p>Training is not a specific component of this assignment.</p>
ITC 3.6	<p>Per diem and in-country travel will be included in the total price in form FIN-2]</p>
ITC 3.8	<p>Consultants must submit Financial Proposals in: USD No other currency or</p>

	combination of currencies is allowed.
ITC 4.2	Written Power of Attorney required Yes [<input type="checkbox"/>] No [<input checked="" type="checkbox"/>]
ITC 4.3	A Consultant must submit [1] original and [4] copies of both the Technical Proposal and the Financial Proposal, in the language(s) specified in PDS ITC 3.1.
ITC 4.4	The address for the submission of Proposals is: MCA-Georgia Att.: Dimitri Kemoklidze. Procurement Director Address: 8 Rustaveli Avenue, Block B, Entrance from Chitadze street. Tbilisi, 0118, Georgia
ITC 4.5	Proposals must be submitted no later than 6:00 pm Georgian time (GMT + 4:00) (local time in Georgia) on June 27, 2013.
ITC 4.6	Technical Proposals will be opened publicly.
ITC 5.2	The minimum technical score St required to pass is 75 out of 100 possible points.
ITC 5.6	The single currency for the purposes of evaluation is USD .
ITC 6.1	The expected date for Contract negotiations is 10 days after the opening of the Financial Proposals and will be held at the address indicated in ITC 4.4 .
ITC 7.2	The Expected date for commencement of the Services is 15 days after the effective date of the Contract.

Section 3 Qualification and Evaluation Criteria

3.1 Legal Status

The Consultant shall attach to form TECH-1 a copy of its letter of incorporation, or other such document, indicating its legal status, as well as any other document showing that it intends to associate, or it has associated with, the other associates who are submitting a joint proposal. In case the Consultant is a joint venture, letters of incorporation, or other such documents, shall be attached for all associates of the joint venture.

3.2 Financial Criteria

The Consultant shall provide evidence showing that its liquid assets and access to credit facilities are adequate for this Contract, as indicated in Form TECH-2.

3.3 Litigation Criteria

The Consultant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the Consultant over the last five (5) years, as indicated in Form TECH-2. A consistent history of awards against the Consultant or existence of high value dispute, which may threaten the financial standing of the Consultant, may lead to the rejection of the Proposal.

3.4 Evaluation Criteria

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.		
ITC 5.2	Criteria, sub-criteria	maximum Points
	1. Organizational Capability and Experience of the Consultant	
	<p>Evidence of organizational capability and relevant experience in the execution of projects of a similar nature, including the nature and value of the relevant contracts, as well as assignments in hand and contractually committed provided in Form TECH-4. The evidence shall include successful experience as the prime consultant in the execution of at least 3 projects of a similar nature and complexity during the last 5 years.</p> <p>In accordance with the MCC Program Procurement Guidelines, the Consultant's past performance on MCC-funded contracts (if any) will be considered as a criterion in the MCA Entity's evaluation of the Consultant's Technical Proposal.</p> <p>The MCA Entity reserves the right to contact the Form Tech-5 References as well as other sources to check references and past performance.</p>	20
	<p>The Consultant is required to possess the following expertise and experience in order to successfully execute the TOR:</p> <p>Have experience in building design and construction supervision of at least 10 years</p>	

	Have experience in design of education facilities of at least 5 years and at least 1 contract of similar size and nature	
	Have available personnel with expertise in international best practices in engineering, environmental, social and gender disciplines (see below)	
	Total Points for this criterion	20
	2. Approach, Methodology and Work Plan	
	Proposed approach and methodology	9
	Proposed work plan	12
	Proposed project organization and staffing - Extent to which the Proposal provides a clear, logical and appropriate staffing pattern with responsibilities among different staff positions adequately defined.	9
	Total Points for this criterion	30
	3. Key Professional Personnel Qualifications for the Assignment	
	Team Leader	10
	Deputy Team Leader	9
	Engineer (structural)	7
	Engineer (electrical)	5
	Engineer (heating)	5
	Engineer (wastewater)	5
	Environmental Specialist/EA Component Leader	9
	The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:	
	Education and training, including knowledge of English	20%
	Demonstrated successful experience and past performance in accomplishment of similar projects.	60%
	International experience, preferably regional experience in Georgia and/or Caucasus Region .	20%
	Total weight	100%
	Total Points for this criterion	50
	Total Points for the three (3) Criteria	100
	The minimum technical score S_t required to pass is	75
ITC 5.7	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the Proposal under consideration. The weights given to the Technical and Financial Proposals are: $T = 0.8$ and $F = 0.2$	

Section 4 A: Technical Proposal Forms

TECH-1	Technical Proposal Submission Form
TECH-2	Financial Capacity of the Consultant
TECH-3	Organization of the Consultant
TECH-4	Experience of the Consultant
TECH-5	References of the Consultant
TECH-6	Description of Approach, Methodology and Work Plan for Performing the Assignment
TECH-7	Comments and Suggestions
TECH-8	Team Composition and Task Assignments
TECH-9	Staffing Schedule
TECH-10	Work and Deliverables Schedule
TECH-11	Curriculum Vitae (CV) of Proposed Key Professional Personnel

Note: Comments in brackets on the following pages serve to provide guidance for the preparation of the Technical Proposal and therefore should not appear on the Technical Proposal to be submitted.

Form TECH-1. Technical Proposal Submission Form

[Location, Date]

To: Mr. or Ms.
Procurement Director [insert full legal name of the MCA Entity]

Address:

Email:

Dear Sirs,

Re: [insert title of assignment]
RFP Ref: [insert reference as shown on cover page]

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal, each sealed in separate and clearly marked envelope/parcel.

We are submitting our Proposal in association with:

[Insert a list with full name and address of each Associated Consultant].¹

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

We are attaching herewith information to support our eligibility in accordance with Section 3 of the RFP.

We hereby certify that we are not engaged in, facilitating, or allowing any of the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines (Combating Trafficking in Persons) and that we will not engage in, facilitate, or allow any such prohibited activities for the duration of the Contract. Further, we hereby provide our assurance that the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines will not be tolerated on the part of our employees, or any sub-consultants, or sub-consultant employees. Finally, we acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract.

If negotiations are held during the initial period of validity of the Proposal, we undertake to negotiate on the basis of the nominated Key Professional Personnel.

¹ [Delete in case no association is foreseen.]

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, and we undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in this RFP.

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

Yours sincerely,

Authorized Signatory

Name and title of Signatory

Name of Consultant

Address of Consultant

Annexes:

1. Power of Attorney demonstrating that the person signing has been duly authorized to sign the Proposal on behalf of the Consultant and its associates;
2. Letter(s) of Incorporation (or other documents indicating legal status); and
3. Joint Venture or Association Agreements (if applicable, but without showing any Financial Proposal information).
4. Government-Owned Enterprise Certification Form [Attached to this Form]

Government-Owned Enterprise Certification Form

Government-Owned Enterprises are not eligible to compete for MCC-funded contracts. Accordingly, GOEs (i) may not be party to any MCC-funded contract for goods, works, or services procured through an open solicitation process, limited bidding, direct contracting, or sole source selection; and (ii) may not be pre-qualified or shortlisted for any MCC-funded contract anticipated to be procured through these means.

This prohibition does not apply to Government-owned Force Account units owned by the Government of the MCA Entity's country, or Government-owned educational institutions and research centers, or any statistical, mapping or other technical entities not formed primarily for a commercial or business purpose, or where a waiver is granted by MCC in accordance with Part 7 of MCC's Program Procurement Guidelines. The full policy is available for your review on the Compact Procurement Guidelines page at the MCC Website (www.mcc.gov). As part of the eligibility verification for this procurement, **please fill in the form below to indicate the status of your entity.**

For purposes of this form, the term "Government" means one or more governments, including any agency, instrumentality, subdivision or other unit of government at any level of jurisdiction (national or subnational).

◆◆◆◆◆

CERTIFICATION

Full Legal Name of Bidder:

Full Legal Name of Bidder in Language and Script of Country of Formation (if different from above):

Address of Principal Place of Business or Chief Executive Office of Bidder:

Full Name of Three (3) Highest Ranking Officials of Bidder (for any Bidder that is an entity):

Full Legal Name(s) of Parent Entity or Entities of Bidder (if applicable; if Bidder has no parent, please so state):

Full Legal Name(s) of Parent Entity or Entities of Bidder in Language and Script of Country of Formation (if applicable and if different from above):

Address(es) of Principal Place of Business or Chief Executive Office of Parent Entity or Entities of Bidder (if applicable):

Does a Government own a majority or controlling interest (whether by value or voting interest) of your shares or other ownership interest (whether directly or indirectly and whether through fiduciaries, agents or other means)?

Yes ☐ No ☐

If your answer to question 1 was yes, are you a Government-owned:

Force Account unit Yes ☐ No ☐

Educational institution Yes ☐ No ☐

Research center Yes ☐ No ☐

Statistical entity Yes ☐ No ☐

Mapping entity Yes ☐ No ☐

Other technical entities not formed primarily for a commercial or business purpose

Yes ☐ No ☐

Regardless of how you answered question 1, please answer the following:

Do you receive any subsidy or payment (including any form of subsidized credit) or any other form of assistance (financial or otherwise) from a Government? Yes ☐ No ☐

If yes, describe: _____

Has a Government granted to you any special or exclusive legal or economic rights or benefits that may alter the competitiveness of your goods, works or services or otherwise influence your business decisions? Yes ☐ No ☐

If yes, describe: _____

Does a Government have the ability to direct or decide any of the following with respect to you:

any reorganization, merger, or dissolution of you or the formation or acquisition of any subsidiary or other affiliate by you Yes ☐ No ☐

any sale, lease, mortgage, pledge, or other transfer of any of your principal assets, whether tangible or intangible and whether or not in the ordinary course of business

Yes ☐ No ☐

the closing, relocation, or substantial alteration of the production,
operational, or other material activities of your business Yes ☐ No ☐

your execution, termination, or non-fulfillment of material contracts
Yes ☐ No ☐

the appointment or dismissal of your managers, directors, officers or senior
personnel or otherwise participate in the management or control of your business

Yes ☐ No ☐

Have you ever been Government-owned or controlled? Yes ☐ No ☐

If your answer to question 4 was yes, please answer the following questions

How long were you Government-owned? _____

When were you privatized? _____

Do you receive any subsidy or payment (including any form of subsidized credit) or any
other form of assistance (financial or otherwise) from a Government ? Yes ☐ No ☐

If yes, describe: _____

Even though not majority or controlling, does a Government continue to hold any
ownership interest or decision making authority in you or your affairs? Yes ☐ No ☐

If yes, describe: _____

Do you send any funds to a Government other than taxes and fees in the ordinary course
of your business in percentages and amounts equivalent to other non-Government-owned
enterprises in your country that are engaged in the same sector or industry?

Yes ☐ No ☐

If yes, describe: _____

Participants are advised that:

1. Prior to announcing the winning bidder or consultant or any list of pre-qualified bidders or shortlisted consultants for this procurement, the MCA Entity will verify the eligibility of such bidder(s) or consultant(s) with MCC. MCC will maintain a database (internally, through subscription services, or both) of known GOEs and each winning or pre-qualified bidder and winning or shortlisted consultant subject to this provision will be compared against the database and subject to such further due diligence as MCC may determine necessary under the circumstances.

2. Any misrepresentation by any entity submitting a bid or proposal for this procurement may be deemed a “fraudulent practice” for purposes of the MCC Program Procurement Guidelines and any other applicable MCC policy or guidance, including MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

3. Any entity that is determined by MCC to have organized itself, subcontracted any part of its MCC-funded contract, or otherwise associated itself with any other entity for the purpose of, or with the actual or potential effect of, avoiding or otherwise subverting the provisions of the MCC Program Procurement Guidelines may be deemed to be a GOE for all purposes of those Guidelines.

4. Any credible accusation that any entity submitting a bid or proposal for this procurement is a GOE ineligible to submit a bid or proposal in accordance with the MCC Program Procurement Guidelines will be subject to review in a bid challenge in accordance with those Guidelines and the MCA Entity’s Bid Challenge System.

I hereby certify that the information provided above is true and correct in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may be deemed a “fraudulent practice” for purposes of the MCC Program Procurement Guidelines and other applicable MCC policy or guidance, including MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

Authorized Signature: _____ **Date:** _____

Printed Name of Signatory: _____

Form TECH-2. Financial Capacity of the Consultant

[The Consultant's financial capacity to mobilize and sustain the Services is imperative. In the Proposal, the Consultant is required to provide information on its financial status. This requirement can be met by submission of one of the following: 1) audited financial statements for the last three (3) years, supported by audit letters, 2) certified financial statements for the last three (3) years, supported by tax returns, or 3) a copy of the Consultant's Dun & Bradstreet "Business Information Report" (BIR). The Dun & Bradstreet report must be either notarized, or accompanied by the following statement by the Consultant:

"I certify that the attached Business Information Report has been issued by Dun & Bradstreet within thirty (30) days of the date of this certification, that the report has not been altered in any way since its issuance, and that it is true and correct to the best of my knowledge"

The statement must be signed by the authorized representative of the Consultant.

If the Proposal is submitted by a joint venture, all parties of the joint venture are required to submit their financial statements or Dun & Bradstreet BIRs. The reports should be submitted in the order of the associate's significance in the joint venture, greatest to least.

Additionally, the following financial data form shall be filled out for the Consultant and all named associates. The MCA-Entity reserves the right to request additional information about the financial capacity of the Consultant. A Consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.]

Financial Information (US\$ X,000's)	Historical information for the previous three (3) years (most recent to oldest or equivalence in (US\$ X,000's)		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement			

(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

[Provide information on current or past litigation or arbitration over the last five (5) years as shown in the form below.]²

Litigation or arbitration in the last five (5) years: No:_____Yes:_____ (See below)

Litigation and Arbitration During Last Five (5) Years

Year	Matter in Dispute	Value of Award Against Consultant in US\$ Equivalent
------	-------------------	---

² This information will be required only if the value of the procurement is over 8 million USD

Form TECH-3. Organization of the Consultant

[Provide a brief description of the background and organization of your firm/entity and of each associate for this assignment. Include the organization chart of your firm/entity. The Proposal must demonstrate that the Consultant has the organizational capability and experience to provide the necessary administrative and technical support to the Consultant's Project Team in country. The Proposal shall further demonstrate that the Consultant has the capacity to field and provide experienced replacement Personnel at short notice. Further, the Consultant must nominate a home-office project director who would manage the contract on behalf of the Consultant, if awarded, and submit his/her CV (using Form TECH-11).

Maximum 10 pages, not counting the CV of home-office project director]

Form TECH-4. Experience of the Consultant

[Using the format below, provide information on each relevant assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under the Terms of Reference included in this RFP. The Proposal must demonstrate that the Consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement.

Maximum 20 pages]

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of client	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):
Narrative description of project:	
Description of actual services provided by your staff within the assignment:	

Name of Firm: _____

Form TECH-5. References of the Consultant

[Provide contact information for at least three (3) references that can provide substantial input about:

- (a) The type of work performed
- (b) Confirm the quality of the work experience listed in Form TECH-4.

The MCA Entity reserves the right to contact other sources as well as to check references and past performance.³ For each reference, list a contact individual, their title, address, facsimile, phone and e-mail address.

[Maximum 3 pages]

³ Beginning in April of 2008, there will be a formal mechanism for reporting and sharing past performance information on all MCC-funded projects. This mechanism is detailed in the guidance paper entitled “[Reporting and Considering Past Performance by Contractors in The MCA Entity Program Procurements](http://www.mcc.gov)” and can be found at www.mcc.gov.

Form TECH-6. Description of Approach, Methodology and Work Plan for Performing the Assignment

[In this section, the Consultant should provide a comprehensive description of how it will provide the required Services in accordance with the Terms of Reference (TOR) included in this RFP. Information provided must be sufficient to convey to the TEP that the Consultant has an understanding of the challenges in performing the required Services and that it has an approach, methodology and work plan to overcome those challenges.

Your Technical Proposal should be divided into the following three (3) chapters:

- (a) Technical Approach and Methodology,
 - (b) Work Plan, and
 - (c) Organization and Staffing
- (a) Technical Approach and Methodology. In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- (b) Work Plan. In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the MCA Entity), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work and Deliverables Schedule of Form TECH-10.
- (c) Organization and Staffing. In this chapter, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Maximum 50 pages, including charts and diagrams]

Form TECH-7. Comments and Suggestions

[These comments shall not be used for evaluation purposes, but may be discussed during negotiations. The MCA-Entity is not bound to accept any modifications proposed. If the proposed modifications/suggestions would require changes in the offered price, it shall be noted as such, without giving the price of the change. **Disclosure of any prices in this form shall be reason for rejection of the Proposal.**

Maximum 5 pages]

A: On the Terms of Reference

[Present and justify here any modifications or improvements to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities).]

B: On the Counterpart Staff and Facilities

[Comment here on the counterpart staff and facilities to be provided by the MCA Entity.]

Form TECH-8. Team Composition and Task Assignments

Key Professional Personnel				
Name of Staff	Organization	Area of Expertise	Position Assigned	Task Assigned

Form TECH-9. Staffing Schedule

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

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

 Full time input

Part time input

Form TECH-10. Work and Deliverables Schedule

	Activity	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
3													
4													
5													
5													
N	And so on												
	Deliverable												
1													
2													
3													
N	And so on												

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

Form TECH-11. Curriculum Vitae (CV) for Proposed Key Professional Personnel

1. Proposed Position [only one candidate shall be nominated for each position]
2. Name of Firm [Insert name of firm proposing the staff]
3. Name of Personnel [Insert full name]
4. Date of Birth [Insert birth date] Nationality [Insert nationality]
5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment].
6. Membership in
Professional
Associations
7. Other Training [Indicate appropriate postgraduate and other training]
8. Countries of Work [List countries where staff has worked in the last ten years]
- Experience
9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]
Language Speaking Reading Writing
10. Employment [Starting with present position, list in reverse order every employment
Record held by staff member since graduation, giving for each employment
(see format here below): dates of employment, name of employing
organization, positions held.]
From [year]: To [year]:
Employer:
Position(s) held:
11. Detailed Tasks [List all tasks to be performed under this assignment]
Assigned
12. Work undertaken [Among the assignments in which the staff has been involved,
that best illustrates indicate the following information for those assignments that best
capability to handle illustrate staff capability to handle the tasks listed under point 11.]
the tasks assigned:

Name of assignment or
project:
Year:

Location:

Client:

Main project features:

Position held:

Activities performed:

13. References:

[List at least three individual references with substantial knowledge of the person's work. Include each reference's name, title, phone and e-mail contact information.] [The MCA Entity reserves the right to contact other sources as well as to check references, in particular for performance on any relevant MCC-funded projects.]

14. Certification:

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

I, the undersigned, hereby declare that I agree to participate with the [Consultant] in the above-mentioned Request for Proposal. I further declare that I am able and willing to work:

1. for the period(s) foreseen in the specific Terms of Reference attached to the above referenced Request for Proposal for the position for which my CV has been included in the offer of the Consultant and
2. within the implementation period of the specific contract.
- 3.

Signature of Key Professional Personnel

If this form has NOT been signed by the Key Professional Personnel, then in signing below the authorized representative of the Consultant is making the following declaration.

“In due consideration of my signing herewith below, if the Key Professional Personnel has NOT signed this CV then I declare that the facts contained therein are, to the best of my knowledge and belief, a true and fair statement AND THAT I confirm that I have approached the said Key Professional Personnel and obtained his assurance that he will maintain his availability for this assignment if the Contract is agreed within the Proposal validity period provided for in the RFP.”

Signature of Authorized Representative of
the Consultant

Day / month/ year

Section 4 B. Financial Proposal Forms

[Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Sub-Clause 3.6 of Section 1: Instructions to Consultants.]

FIN-1 Financial Proposal Submission Form

FIN-2 Price Summary

FIN-3 Breakdown of Price by Activity

FIN-4 Breakdown of Price by Remuneration

Note: Comments in brackets on the following pages serve to provide guidance for the preparation of the Financial Proposal and therefore should not appear on the Financial Proposals to be submitted.

Form FIN-1. Financial Proposal Submission Form

[Location, Date]

To: Mr. or Mrs.
Procurement Director [insert full legal name of the MCA Entity]
Address:
Email:

Dear Sirs:

Re: [insert title of assignment]
RFP Ref: insert reference as shown on cover page]

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the lump sum of [Insert amount(s)]⁴ in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, as indicated in Paragraph ITC 1.13 of the PDS.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:⁵

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

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

Yours sincerely,

Authorized Signatory

Name and title of Signatory

Name of Consultant

⁴ Amount must coincide with the ones indicated under total price of Form FIN-2.

⁵ If applicable, replace this paragraph with “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution”.

Form FIN-2. Price Summary

Re: [insert title of assignment]
RFP Ref: insert reference as shown on cover page]

	US\$	Price ¹ [Local Currency]
Base Year		

Total Price of Financial Proposal

1. Indicate the total price to be paid by the MCA Entity in each currency. Such total price must coincide with the sum of the relevant sub-totals indicated in Form FIN-3. (Tax provisions relevant to this RFP are set out in Section 5: Contract Forms.)
2. If the RFP contains options , the options will be fully priced and evaluated at 100%.
3. Provide **fully loaded prices** (including any international travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profits).
4. The Option period (supervision services) will be priced if and when it is exercised.
5. See PDS 3.6 regarding travel-related expenses.

Form FIN-3. Breakdown of Price by Activity

Re: [insert title of assignment]

RFP Ref: insert reference as shown on cover page]

[Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the MCA Entity and/or for the purpose of verification of the market reasonableness of the prices offered. Please complete for each phase.]

Group of Activities by Phase ²	Description ³	
	Price ⁴	
	US\$	Local currency
Total		

1. Form FIN-3 shall be completed for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. Include base and option years.
2. Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-10.
3. A short description of the activities whose price breakdown is provided in this Form.
4. Provide **fully loaded prices** (including international travel, communications, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profit).
5. See PDS 3.6 regarding travel-related expenses.

Form FIN-4. Breakdown of Remuneration

Re: [insert title of assignment]

RFP Ref: insert reference as shown on cover page]

[Information to be provided in this form shall only be used to establish price reasonableness and to establish payments to the Consultant for possible additional services requested by the MCA Entity.] The consultant shall also provide loaded labor rates for the personnel expected for construction supervision services. The personnel should include project management and on-site construction supervision/engineering staff.

Name ²	Position ³	Person-Month Fully Loaded Rate ⁴		
Foreign Staff			US\$	[Local Currency]
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		
Local Staff				
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		

- Form FIN-4 shall be filled in for the same Key Professional Personnel and other Personnel listed in Forms TECH- 8 and 9.
- Professional Personnel shall be indicated individually; support staff shall be indicated by category (e.g., draftsmen, clerical staff).
- Positions of the Key Professional Personnel shall coincide with the ones indicated in Forms TECH-8 and 9.
- Indicate separately person-month rates for home and field work. Provide fully loaded prices (including international travel, communication, local transportation, office expenses, and shipment of personal effects, direct and indirect rates and profit).
- See PDS 3.6 regarding travel-related expenses.

Section 5 Contract Forms

Contract No:

Contract for Consultant's Services

Lump-Sum

For the provision of

[Describe Consulting Services]

between

Millenium Challenge Account -Georgia]

[Georgia]

and

[name of Consultant]

Dated:

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I. Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between [LEPL Millenium Challenge Account Georgia] (the “MCA-Entity”), on the one part, and [full legal name of Consultant] (the “Consultant”), on the other part.

[Note: If the Consultant consists of more than one entity, the following should be used]

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between [LEPL Millenium Challenge Account Georgia] (the “MCA-Entity”), on the one part, and [full legal name of lead Consultant] (the “Consultant”) in [joint venture / consortium / association] with [list names of each joint venture entity], on the other part, each of which will be jointly and severally liable to the MCA Entity for all of the Consultant’s obligations under this Contract and is deemed to be included in any reference to the term “Consultant.”

RECITALS

WHEREAS,

- (a) The Board of Directors of MCC has determined that Georgia is eligible for assistance from MCC, and is seeking to enter into a Millennium Challenge Compact with Georgia to advance economic growth and poverty reduction in Georgia. The Government of the Georgia (GoG) has received grant funding of US\$2,700,000 from the Millennium Challenge Corporation (MCC) of the United States Government to enable the GoG to support such activities, under the authority of Section 609(g) of the Millennium Challenge Act of 2003.
- (b) The Government, acting through Millennium Challenge Account-Georgia (“MCA-Entity”), intends to apply a portion of the pre-compact grant to eligible payments under a contract for which the Request for Proposals is issued. Any payments made under the proposed contract will be subject, in all respects, to the terms and conditions of the Grant and implementation Agreement and related documents, including restrictions on the use of MCC funding and conditions to the disbursements of MCC funding. No party other than the Government and the MCA -Georgia shall derive any rights from the pre-Compact grant or have any claim to the proceeds of MCC Funding.
- (c) The MCA-Entity has requested the Consultant to provide certain consulting services as described in Appendix A to this Contract; and
- (d) The Consultant, having represented to the MCA-Entity that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. In consideration of the payments to be made by the MCA-Entity to the Consultant

- as set forth in this Contract, the Consultant hereby covenants with the MCA-Georgia to perform the Services in conformity in all respects with the provisions of this Contract.
2. Subject to the terms of this Contract, the MCA-Entity hereby covenants to pay the Consultant, in consideration of the performance of the Services, the Contract Price (as defined below) or such other sum as may become payable pursuant to the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Georgia** as of the day, month and year first indicated above.

For **[LEPL Millenium Challenge Account Georgia]**: For **[full legal name of the Consultant]**:

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

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

For and on behalf of each of the Members of the Consultant
[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. General Provisions

1.1 Definitions

Capitalized terms used in this Contract and not otherwise defined have the meanings given such terms in the Compact or related document. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in **Georgia** as they may be issued and in force from time to time
- (b) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, persons or their property, to influence their participation in a procurement process, or affect the execution of a contract.
- (c) “Collusive practice” means a scheme or arrangement between two or more parties, with or without the knowledge of the MCA-Entity, designed to establish prices at artificial, non-competitive levels or to otherwise deprive the MCA-Entity of the benefits of free and open competition.
- (d) “Compact” means the Millennium Challenge Compact between the United States of America, acting through the Millennium Challenge Corporation, and the Government of [**Georgia**], as may be amended from time to time.
- (e) “Consultant” has the meaning given the term in the initial paragraph to this Contract.
- (f) “Contract” means this agreement entered into between the MCA-Entity and the Consultant, to provide the Services, and consists of the Contract Agreement, these GCC, the SCC, and the Appendices (each of which forms an integral part of this agreement), as the same may be amended, modified, or supplemented from time to time in accordance with the terms of this agreement.
- (g) “Contract Price” means the price to be paid for the performance of the Services, in accordance with GCC Clause 6.
- (h) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of a public official (including the MCA-Entity and MCC staff and

employees of other organizations taking or reviewing selection decisions) in the selection process or in contract execution or the making of any payment to any third party, in connection with or in furtherance of a contract, in violation of (A) the United States Foreign Corrupt Practices Act of 1977, as amended (15 USC 78a et seq.) (“FCPA”), or any other actions taken that otherwise would be in violation of the FCPA if the FCPA were applicable, or (B) any applicable law in **Georgia**.

- (i) “Effective Date” has the meaning given the term in GCC Clause 2.2.
- (j) "Force Majeure" has the meaning given the term in GCC Clause 2.5.
- (k) "Fraudulent practice" means any act or omission, including any misrepresentation, in order to influence (or attempt to influence) a selection process or the execution of a contract to obtain a financial or other benefit, or to avoid (or attempt to avoid) an obligation.
- (l) “GCC” means these General Conditions of Contract.
- (m) “Government” has the meaning given the term in the recital clauses to this Contract.
- (n) "Key Professional Personnel" means the Personnel listed in Appendix C to this Contract.
- (o) “Local Currency” means **Georgian Lari**.
- (p) “MCA -Georgia” has the meaning given the term in the initial paragraph to this Contract.
- (q) “MCC” has the meaning given the term in the recital clauses to this Contract.
- (r) “Member” means any of the entities that make up a joint venture or other association; and “Members” means all these entities.
- (s) “Obstructive practice” means
 - (i) destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to impede an investigation into allegations of a corrupt, fraudulent, coercive, collusive, or prohibited practice; and threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, and
 - (ii) acts intended to impede the exercise of the inspection

and audit rights of MCC provided under the Compact and related agreements.

- (t) “Party” means the MCA-Entity or the Consultant, as the case may be, and “Parties” means both of them.
- (u) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to perform the Services or any part thereof.
- (v) “Prohibited practice” means any action that violates Section E (Compliance with Anti-Corruption, Anti-Money Laundering and Terrorist Financing Statutes and Other Restrictions) of Appendix G to this Contract.
- (w) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (x) “Services” means the activities to be performed by the Consultant pursuant to this Contract, as described in Appendix A to this Contract.
- (y) “Sub-Consultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (z) “Substantial Modifications” means modifications which:
 - (i) increase the value of the Contract; or
 - (ii) Change the scope of Services or duration of the Contract by more than ten percent (10%).
- (aa) “Tax” and “Taxes” have the meanings given the terms in the Compact or the 609(g) Agreement..
- (bb) “US Dollars” means the currency of the United States of America.

1.2 Relationship
Between the
Parties

Nothing contained in this Contract shall be construed as establishing a relationship of master and servant or of principal and agent as between the MCA-Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf in connection with this Contract.

1.3 Law Governing
Contract

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

1.4 Language

This Contract has been executed in language(s) specified in the SCC., The English language version shall be the binding and controlling language for all matters relating to the meaning or

interpretation of this Contract.

- 1.5 Interpretation Unless otherwise indicated, throughout this Contract:
- (a) “confirmation” means confirmation in writing;
 - (b) “in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt;
 - (c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
 - (d) the feminine means the masculine and vice versa; and
 - (e) the headings are for reference only and shall not limit, alter or affect the meaning of this Contract.
- 1.6 Notices
- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC, or sent by confirmed facsimile or electronic email, if sent during normal business hours of the recipient Party, unless the giving of notice is otherwise governed by Applicable Law
- 1.6.2 A Party may change its address for receiving notice under this Contract by giving the other Party notice in writing of such change to the address specified in the SCC.
- 1.7 Location
- 1.7.1 The Services shall be performed at such locations as are specified in Appendix A to this Contract and, where the location of a particular task is not so specified, at such locations, whether in **Georgia** or elsewhere, as the MCA-Entity may approve.
- 1.8 Authority of Member in Charge
- 1.8.1 In case the Consultant consists of a joint venture or other association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations toward the MCA-Entity under this Contract, including without limitation the receiving of instructions and payments from the MCA-Entity.
- 1.9 Authorized Representatives
- 1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the MCA-Entity or the Consultant may be taken

or executed by the officials specified in the SCC.

(a)

1.10 Taxes and Duties

- (a) Except as may be exempt pursuant to the 609(g) Agreement or the Compact, a Consultant (including its associates, if any), Sub-Consultants, and their respective Personnel shall be subject to certain Taxes (as defined in the 609(g) Agreement or the Compact) under applicable law (now or hereafter in effect). The Consultant, (including its associates, if any), Sub-Consultants and their respective Personnel shall pay all such Taxes. In the event that any Taxes are imposed on the Consultant, its associates, Sub-Consultants, or their respective Personnel, the Contract price shall not be adjusted to account for such Taxes. The MCA -Georgia shall have no obligation to pay or compensate the Consultant, its associates, Sub-Consultants, or their respective Personnel for any existing or future taxes, duties, levies, contributions or other similar charges. The Consultant, the Sub-Consultants and their respective Personnel, and their eligible dependents, shall follow the usual customs procedures of **Georgia** in importing good into **Georgia**.
- (b) If the Consultant, the Sub-Consultants or any of their respective Personnel, or their eligible dependents, do not withdraw but dispose of any good in **Georgia** upon which customs duties or other Taxes have been exempted, the Consultant, the Sub-Consultants or such Personnel, as the case may be, (i) shall bear such customs duties and other Taxes in conformity with Applicable Law, or (ii) shall reimburse such customs duties and Taxes to the MCA-Entity if such customs duties and Taxes were paid by the MCA-Entity at the time the good in question was brought into **Georgia**.
- (c) Without prejudice to the rights of the Consultant under this clause, the Consultant, the Sub-Consultants and their respective Personnel will take reasonable steps as requested by the MCA-Entity or the Government with respect to the determination of the Tax status described in this GCC Clause 1.10.
- (d) If the Consultant is required to pay Taxes that are exempt under the Compact or a related agreement, the Consultant shall promptly notify the MCA-Entity (or such agent or representative designated by the MCA -Georgia) of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by the MCA-Entity, MCC, or either of their agents or

representatives, in seeking the prompt and proper reimbursement of such Taxes.

- (e) The MCA-Entity shall use reasonable efforts to ensure that the Government provides the Consultant, the Sub-Consultants, and their respective Personnel the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the Compact or 609 (g) related agreements. If the MCA-Entity fails to comply with its obligations under this paragraph, the Consultant shall have the right to terminate this Contract in accordance with GCC Clause 2.7.2(d).

1.11 Fraud and
Corruption
Requirements

1.11.1 MCC requires that the MCA-Entity and any other beneficiaries of MCC funding, including any bidders, suppliers, contractors, subcontractors and consultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts.

Measures to
be Taken

1.11.2 MCC may cancel the portion of MCC Funding allocated to this Contract if it determines at any time that representatives of the MCA-Entity, the Consultant or any other beneficiary of the MCC Funding were engaged in corrupt, fraudulent, collusive, coercive, prohibited or obstructive practices during the selection process or the execution of this Contract, without the MCA-Entity, the Consultant or such other beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.

1.11.3 MCC and the MCA-Entity may pursue sanction of the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, prohibited or obstructive practices in competing for, or in executing, this Contract or another MCC-funded contract.

1.11.4 The MCA-Entity may terminate (and MCC may cause the MCA Entity to terminate) this Contract in accordance with the terms of GCC Clause 2.7.1(d) if it determines that the Consultant has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for, or in the performance of, this Contract or another MCC-funded contract.

1.12 Commissions

The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives,

and Fees	or commission agents with respect to the selection process or execution and performance of this Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.
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1.13 Entire Agreement	This Contract contains all of the covenants, stipulations and provisions agreed to by the Parties. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this Contract.
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2. Commencement, Completion, Modification and Termination of Contract

2.1 Contract Entry into Force	This Contract shall come into full force, and be legally binding on the Parties in all respects, on the date this Contract is signed by the Parties or such other date as may be stated in the SCC.
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2.2 Effective Date and Commencement of Services	The Consultant shall commence the Services on the date specified in the SCC, which shall be defined as the “Effective Date.”
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2.3 Expiration of Contract	Unless terminated earlier pursuant to GCC Sub-Clause 2.7, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
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2.4 Modifications or Variations	<div style="padding-left: 20px;">2.4.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC Sub-Clause 7.2, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</div>
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2.4.2	In cases of Substantial Modifications, the prior written consent of MCC is required.
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2.5 Force Majeure Definition	
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2.5.1	For the purposes of this Contract, “Force Majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third person over whom such Party has control, including any
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Sub-Consultant), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party's reasonable diligence, and (d) makes such Party's performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances.

No Breach of Contract

2.5.2 The failure of a Party to fulfil any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure.

Measures to be Taken

2.5.3 Subject to GCC Sub-Clause 2.5.6, a Party affected by an event of Force Majeure shall continue to perform its obligations under this Contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of Force Majeure.

2.5.4 A Party affected by an event of Force Majeure shall provide evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

2.5.6 During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the MCA-Entity, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs it reasonably and necessarily incurred and, if the Consultant is required by the MCA-Entity to reactive its performance of the Services at the time of restoration of normal conditions, the additional costs the Consultant reasonably and

necessarily incurred as part of such reactivation; or

- (b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

2.5.7 In the case of disagreement between the Parties as to the existence or extent of and event of Force Majeure, the matter shall be settled in accordance with GCC Clause 8.

2.6 Suspension

The MCA-Entity may, by giving thirty (30) days' written notice to the Consultant, suspend all payments to the Consultant under this Contract if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (a) shall specify the nature of the failure, and (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.7 Termination

By the MCA Entity

2.7.1 Without prejudice to any other remedies that may be available to it for breach of this Contract, the MCA-Entity may, upon written notice to the Consultant, terminate this Contract in case of the occurrence of any of the events specified in sub-paragraphs (a) through (i) of this GCC Sub-Clause 2.7.1, and in the case of the occurrence of any of the events specified in paragraphs (h) or (i) of this GCC Clause 2.7.1, the MCA Entity may suspend this Contract.

- (a) If the Consultant, in the judgment of the MCA-Entity or MCC, fails to perform its obligations relating to the use of funds set out in Appendix G. Termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the Consultant repay any and all funds so misused within a maximum of thirty (30) days' after termination.
- (b) If the Consultant does not remedy a failure in the performance of its obligations under this Contract (other than failure to perform obligations relating to use of funds as set forth in GCC Clause 2.7.1(a) of this Contract, which such failure shall not be entitled to a cure period) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by the MCA-Entity. Termination under this provision shall become

effective immediately upon the expiration of the thirty (30) days (or such further period as may have been approved by the MCA-Entity) or on such later date as may be specified by the MCA-Entity.

- (c) If the Consultant (or any Member or Sub-Contractor) becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by the MCA-Entity in such notice of termination.
- (d) If the Consultant (or any Member or Sub-Contractor), in the judgment of the MCA-Entity has engaged in coercive, collusive, corrupt, prohibited, obstructive or fraudulent practices in competing for or in the performance of this Contract or another MCC funded contract. Termination under this provision shall become effective immediately upon delivery of the notice of termination.
- (e) If, as the result of and event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the MCA-Entity.
- (f) If the MCA-Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the MCA -Georgia.
- (g) If the Consultant fails to comply with any final decision reached as a result of court proceedings pursuant to GCC Clause 8. Termination under this provision shall become effective upon the expiration of thirty (30) days after deliver of the notice of termination or on such later date as may be specified by the MCA Entity.
- (h) If the Compact and/or 609 (g) expires, is suspended or terminates in whole or in part in accordance with the terms of the Compact. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended

pursuant to this GCC Clause 2.7.1(h), the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA-Entity during the period of the suspension.

- (i) If suspension or termination is permitted under Applicable Law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Clause 2.7.1(i), the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA -Georgia during the period of the suspension.

By the Consultant

- 2.7.2 The Consultant may terminate this Contract, upon written notice to the MCA -Georgia in accordance with the time period specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC Clause 2.7.2.
- (a) If the MCA-Entity fails to pay any money due to the Consultant pursuant to this Contract that is not otherwise subject to dispute pursuant to GCC Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the MCA -Georgia to the Consultant within such thirty (30) days.
 - (b) If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
 - (c) If the MCA -Georgia fails to comply with any final decision reached as a result of dispute resolution pursuant to GCC Clause 8. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
 - (d) If the Consultant does not receive a reimbursement of any Taxes that are exempt under the Compact within one hundred and twenty (120) days after the Consultant

gives notice to the MCA-Entity that such reimbursement is due and owing to the Consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the Consultant within such thirty (30) days.

- (e) If this Contract is suspended in accordance with GCC Clauses 2.7.1(h) or (i) for a period of time exceeding three (3) consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance with GCC Clauses 2.7.1(h) or (i) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

Payment upon
Termination

- 2.7.3 Upon termination of this Contract pursuant to GCC Sub-Clauses 2.7.1 or 2.7.2, the MCA-Entity shall make, or cause to be made, the following payments to the Consultant:
 - (a) payment pursuant to GCC Clause 6 for Services satisfactorily performed prior to the effective date of termination; and
 - (b) except in the case of termination pursuant to paragraphs (a) through (d) and (g) of GCC Sub-Clause 2.7.1, reimbursement of any reasonable cost (as determined by the MCA-Entity or MCC) incidental to the prompt and orderly termination of this Contract; provided, that in the case of suspension of this Contract pursuant to GCC Sub-Clauses 2.7.1 (h) or (i), the Consultant has complied with its obligation to mitigate in accordance with such clauses.

Disputes about Events of
Termination

- 2.7.4 If either Party disputes whether an event specified in paragraphs (a), (b), (c), (e) or (g) of GCC Sub-Clause 2.7.1 or paragraphs (a) through (d) of GCC Sub-Clause 2.7.2 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to dispute resolution in accordance with GCC Clause 8, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting court award.

2.8 Cessation of Rights

Upon termination of this Contract pursuant to GCC Sub-Clause 2.7, or upon expiration of this Contract pursuant

and Obligations	to GCC Sub-Clause 2.3, all rights and obligations of the Parties under this Contract shall cease, except (a) such rights and obligations as may have accrued on the date of termination or expiration, (b) the obligation of confidentiality set forth in GCC Sub-Clause 3.3, (c) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in GCC Sub-Clauses 3.7 and 3.8 and Appendix G and (d) any right or obligation which a Party may have under the Applicable Law.
2.9 Cessation of Services	Upon termination of this Contract by notice of either Party to the other pursuant to GCC Sub-Clauses 2.7.1 or 2.7.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the MCA-Entity, the Consultant shall proceed as provided, respectively, by GCC Sub-Clauses 3.4 or 3.12.

3. Obligations of the Consultant

3.1 General	
Standard of Performance	3.1.1 The Consultant shall perform the Services and carry out its obligations under this Contract with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the MCA-Entity, and shall at all times support and safeguard the MCA Entity's legitimate interests in any dealings with Sub-Consultants or third parties.
Law Governing Services	3.1.2 The Consultant shall perform the Services in accordance with Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law.
3.2 Conflict of Interests	3.2.1 The Consultant shall hold the MCA-Entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

Consultant Not to Benefit from Commissions, Discounts, etc.	<p>3.2.2 The payment of the Consultant pursuant to GCC Clause 6 shall constitute the Consultant’s only payment in connection with this Contract and, subject to GCC Sub-Clause 3.2.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations under this Contract, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.</p> <p>3.2.3 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the MCA-Entity on the procurement of goods, works or services, the Consultant shall comply with the “MCC Program Procurement Guidelines” from time to time in effect as posted on the MCC website at www.mcc.gov and shall at all times exercise such responsibility in the best interest of the MCA-Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the MCA-Entity.</p>
Consultant and Affiliates Not to Engage in Certain Activities	<p>3.2.4 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Services.</p>
Prohibition of Conflicting Activities	<p>3.2.5 The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
3.3 Confidential Information; Rights of Use	
Confidential Information	<p>3.3.1 Except with the prior written consent of the MCA Entity, or as may be required to comply with Applicable Law, the Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to) at any time (a) communicate to any person or entity any confidential information acquired in the course of the Services, or (b) make public the recommendations formulated in the course</p>

of, or as a result of, the Services.

Rights of Use

- 3.3.2 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of the MCA Entity, disclose this Contract, or any provision of this Contract, or any specification, plan, drawing, pattern, sample or information provided by or on behalf of the MCA Entity in connection therewith, to any person other than a person employed by the Consultant in the performance of this Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 3.3.3 The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of the MCA-Entity, make use of any document or information related to or delivered in connection with this Contract, except for the purpose of performing this Contract.
- 3.3.4 Any document related to or delivered in connection with this Contract, other than this Contract itself, shall remain the property of the MCA-Entity and shall be returned (including, except as provided in GCC Sub-Clause 3.4, all the copies) to the MCA Entity on completion of the Consultant's performance under this Contract.

3.4 Documents
Prepared by the
Consultant to be
the Property of
the MCA Entity

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant under this Contract shall become and remain the property of the MCA Entity, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MCA Entity, together with a detailed inventory thereof in accordance with this GCC Sub-Clause 3.4 and Sub-Clause 3.3.4. The Consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of the MCA Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the MCA Entity's prior written approval to such agreements, and the MCA Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

3.5 Liability of the

Subject to additional provisions, if any, set forth in the SCC,

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| Consultant | the Consultants' liability under this Contract shall be provided by the Applicable Law. |
| 3.6 Insurance to be taken out by the Consultant | The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the MCA-Entity, insurance against the risks, and for the coverage specified in the SCC and in Appendix G, and (b) at the MCA Entity's request, shall provide evidence to the MCA-Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. |
| 3.7 Accounting, Inspection and Auditing | The Consultant shall keep accurate and systematic accounts and records in respect of the provision of the Services under this Contract, in accordance with the provisions of Appendix G and internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, receipt and use of goods and services and the basis thereof, together with a detailed inventory thereof. |
| 3.8 Reporting Obligations | The Consultant shall maintain such books and records and submit to the MCA Entity the reports, documents and other information specified in Appendices B and G, in the form, in the numbers and within the time periods set forth in such Appendices. The Consultant shall submit to the MCA Entity such other reports, documents and information as may be requested by the MCA-Entity from time to time. Final reports shall be delivered in an electronic form specified by the MCA-Entity in addition to the hard copies specified in Appendices B and G. The Consultant consents to the MCA Entity's sharing of the reports, documents and information delivered by the Consultant pursuant to this Contract with MCC and the Government. |
| 3.9 Consultant's Actions Requiring the MCA Entity's Prior Approval | <p>In addition to any modification or variation of the terms and conditions of this Contract pursuant to GCC Sub-Clause 2.4, the Consultant shall obtain the MCA-Entity's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none">(a) any change or addition to the Personnel listed in Appendix C;(b) entering into a subcontract with a Sub-Consultant for the performance of any part of the Services; and(c) any other action that may be specified in the SCC. |
| 3.10 Obligations with Respect to | Notwithstanding the MCA Entity's approval for the Consultant to enter into a subcontract pursuant to GCC Clause 3.9, the |

Subcontracts	Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the MCA-Entity to be incompetent or incapable in discharging assigned duties, the MCA-Entity may require that the Consultant provide a replacement, with qualifications and experience acceptable to the MCA Entity, or to resume the performance of the Services itself.
3.11 Use of Funds	The Consultant shall ensure that its activities do not violate provisions relating to use of funds and environmental guidelines, as set out in Appendix G.
3.12 Equipment, Vehicles and Materials Furnished by the MCA Entity	Equipment, vehicles and materials made available to the Consultant by the MCA-Entity, or purchased by the Consultant wholly or partly with funds provided by the MCA Entity, shall be the property of the MCA-Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the MCA-Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the MCA Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the MCA-Entity in writing, shall insure them in an amount equal to their full replacement value plus fifteen per cent (15%).
3.13 Equipment and Materials Provided by the Consultant	Equipment, vehicles or materials brought into Georgia by the Consultant, Sub-Consultants and Personnel, or purchased by them without funds provided by the MCA-Entity, and used either for provision of the Services or personal use shall remain the property of the Consultant, its Sub-Consultants or the Personnel concerned, as applicable.
3.14 Combating Trafficking in Persons	MCC, along with other United States Government entities, has adopted a zero tolerance policy with regard to trafficking in persons ("TIP"). In pursuance of this policy:
Defined Terms	For purposes of the application and interpretation of this GCC Sub-Clause 3.14, the terms, "coercion," "commercial sex act," "debt bondage," "employee," "forced labor," "fraud," "involuntary servitude," "trafficking in persons," and "sex trafficking" have the meanings given such terms in Part 15 [Combating Trafficking in Persons] of MCC's Program Procurement Guidelines and such definitions are incorporated by reference into this GCC Sub-Clause 3.14.
Prohibition	The Consultant, Personnel, any Sub-Consultant, or any of its personnel, or any agent or affiliate of any of the forgoing shall

- Consultant Requirements
- not:
- a. engage in trafficking in persons during the period of performance of the Contract;
 - b. procure commercial sex acts during the period of performance of the Contract; or
 - c. use forced labor in the performance of the Contract.

The Consultant shall:

- a. fulfill its obligations under this GCC Sub-Clause 3.14 and any additional obligations related to TIP that may be set forth in the Services or any other documents that make up this Contract;
- b. notify Personnel with respect to MCC's policy regarding TIP and the prohibited activities described in this GCC Sub-Clause 3.14;
- c. notify the MCA Entity within 24 hours or as soon as reasonably possible upon the Consultant:
 - i. becoming aware of any information it receives from any source (including law enforcement) that alleges any Personnel, Sub-Consultant, or any of its personnel, or any agent or affiliate of any of them, has engaged in conduct that violates MCC's TIP policy; or
 - ii. taking any action against any Personnel, Sub-Consultant or any of its personnel, or any agent or affiliate of any of them, pursuant to these requirements; and
- d. ensure that any subcontract or subaward entered into by the Consultant, as permitted by this Contract, includes the substance of the provisions of this GCC Sub-Clause 3.14.

Remedies

In addition to any other remedies that may be available under the terms of this Contract or Applicable Law, any breach of this GCC Sub-Clause 3.14 may result in:

- a. the MCA Entity requiring the Consultant to remove the involved Personnel, Sub-Consultant or any of its involved personnel, or any involved agent or affiliate;

- b. the MCA Entity requiring the termination of a subcontract or subaward;
- c. suspension of Contract payments until the breach is remedied to the satisfaction of the MCA Entity and MCC;
- d. loss of incentive payment, consistent with the incentive plan set out in the Contract, if any, for the performance period in which the MCA Entity or MCC determine the breach remains unremedied;
- e. the MCA Entity or MCC pursuing sanction of the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract; and
- f. termination of the Contract by the MCA Entity, in which case the provisions of GCC Sub-Clause 2.7.1(d) shall apply.

4. Consultant's Personnel and Sub-Consultants

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|---|--|-------|--|-------|---|-------|---|
| 4.1 General | The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. | | | | | | |
| 4.2 Description and Approval of Personnel; Adjustments; Approval of Additional Work | <table border="0"><tr><td style="vertical-align: top; padding-right: 20px;">4.2.1</td><td>The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Professional Personnel are described in Appendix C. The Key Professional Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the MCA Entity.</td></tr><tr><td style="vertical-align: top; padding-right: 20px;">4.2.2</td><td>GCC Sub-Clause 3.9 shall apply in respect of other Personnel and Sub-Consultants which the Consultant proposes to use in the carrying out of the Services, and the Consultant shall submit to the MCA-Entity for review and approval a copy of their Curricula Vitae (CVs).</td></tr><tr><td style="vertical-align: top; padding-right: 20px;">4.2.3</td><td>Adjustments with respect to the estimated periods of engagement of Key Professional Personnel set forth in Appendix C may be made by the Consultant without the prior approval of the MCA Entity only if (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%) or one week, whichever is larger and (b) the aggregate of such adjustments</td></tr></table> | 4.2.1 | The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Professional Personnel are described in Appendix C. The Key Professional Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the MCA Entity. | 4.2.2 | GCC Sub-Clause 3.9 shall apply in respect of other Personnel and Sub-Consultants which the Consultant proposes to use in the carrying out of the Services, and the Consultant shall submit to the MCA-Entity for review and approval a copy of their Curricula Vitae (CVs). | 4.2.3 | Adjustments with respect to the estimated periods of engagement of Key Professional Personnel set forth in Appendix C may be made by the Consultant without the prior approval of the MCA Entity only if (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%) or one week, whichever is larger and (b) the aggregate of such adjustments |
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| 4.2.2 | GCC Sub-Clause 3.9 shall apply in respect of other Personnel and Sub-Consultants which the Consultant proposes to use in the carrying out of the Services, and the Consultant shall submit to the MCA-Entity for review and approval a copy of their Curricula Vitae (CVs). | | | | | | |
| 4.2.3 | Adjustments with respect to the estimated periods of engagement of Key Professional Personnel set forth in Appendix C may be made by the Consultant without the prior approval of the MCA Entity only if (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%) or one week, whichever is larger and (b) the aggregate of such adjustments | | | | | | |

shall not cause payments under this Contract to exceed the Contract Price. If so indicated in the SCC, the Consultant shall provide written notice to the MCA Entity of any such adjustments. Any other adjustments shall only be made with the MCA Entity's prior written approval.

4.2.4 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Professional Personnel set forth in Appendix C may be increased by agreement in writing between the MCA Entity and the Consultant. In a case in which such additional work would result in payments under this Contract exceeding the Contract Price, such additional work and payments will be explicitly described in the agreement and shall be subject in all respects to the provisions of GCC Clauses 2.4 and 6.4.

4.3 Working Hours, Overtime, Leave, etc.

4.3.1 Working hours and holidays for Key Professional Personnel are set forth in Appendix C. To account for travel time, foreign Personnel carrying out Services inside **Georgia** shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from **Georgia** as is specified in Appendix C.

4.3.2 The Consultant and Personnel shall not be entitled to reimbursement for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C, and except as specified in Appendix C, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.4 Removal and/or Replacement of Personnel

4.4.1 Except as the MCA-Entity may otherwise agree, no changes shall be made in the Key Professional Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Professional Personnel, the Consultant shall, subject to GCC Sub-Clause 3.9(a), provide as a replacement a person of equivalent or better qualifications.

4.4.2 If the MCA Entity (a) finds that any of the Personnel has committed serious misconduct or has been charged with

having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the MCA Entity's written request specifying the grounds therefore and subject to GCC Sub-Clause 3.9(a), provide as a replacement a person with qualifications and experience acceptable to the MCA-Entity.

4.4.3 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.5 Resident Project Manager If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in **Georgia** a resident project manager, acceptable to the MCA-Entity, shall take charge of the performance of such Services.

5. Obligations of the MCA-Entity

5.1 Assistance and Exemptions Unless otherwise specified in the SCC, the MCA-Entity shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Exempt the Consultant, Sub-Consultants and their Personnel employed for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
- (e) Grant to the Consultant, Sub-Consultants and their Personnel the privilege, pursuant to the Applicable Law, of bringing into **Georgia** reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of

withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

- 5.2 Access to Land The MCA Entity warrants that the Consultant, Sub-Consultants and their Personnel shall have, free of charge, unimpeded access to all land in **Georgia** in respect of which access is required for the performance of the Services. The MCA-Entity will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant, Sub-Consultants and their Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or Sub-Consultants or their Personnel.
- 5.3 Change in the Applicable Law Related to Taxes and Duties If, after the date of this Contract, there is any change in the Applicable Law with respect to Taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, payments to the Consultant shall not be adjusted. However, the provisions of GCC Sub-Clause 1.10. (e) shall be applicable in such a situation.
- 5.4 Services, Facilities and Property of the MCA Entity
- 5.4.1 The MCA-Entity shall make available to the Consultant and the Personnel, for the purposes of performing the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in Appendix F.
- 5.4.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub-Clause 6.1.
- 5.5 Payment In consideration of the Services performed by the Consultant under this Contract, the MCA Entity shall make to the Consultant payments in the manner provided in GCC Clause 6.
- 5.6 Counterpart Personnel
- 5.6.1 The MCA Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the MCA Entity with the Consultant's advice, if specified in Appendix F.
- 5.6.2 If counterpart personnel are not provided by the MCA Entity to the Consultant as and when specified in Appendix F, the MCA-Entity Entity and the Consultant shall agree on (a)

how the affected part of the Services shall be carried out, and (b) the additional payments, if any, to be made by the MCA Entity to the Consultant as a result thereof pursuant to GCC Sub-Clause 6.1.

- 5.6.3 Professional and support counterpart personnel, excluding the MCA Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the MCA-Entity shall not unreasonably refuse to act upon such request.

6. Payments to the Consultant

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| 6.1 Contract Price | Except as provided in GCC Sub-Clause 6.5, the total payment due to the Consultant shall not exceed the Contract Price set forth in the SCC (as may be adjusted in accordance with the terms of the SCC). The Contract Price is an all-inclusive fixed-price, lump-sum covering all costs required to provide the Services in accordance with the terms of this Contract. The Contract Price may only be increased above the amounts stated in the SCC (including, without limitation, pursuant to the terms of GCC Sub-Clauses 4.2.4, 5.4.2 and 5.6.2) if the Parties have agreed to additional payments in accordance with GCC Sub-Clauses 2.4 and 6.4. |
| 6.2 Currency of Payment | Payments shall be made in US Dollars equivalent in Georgian Lari in accordance with the official exchange rate set forth by the National Bank of Georgia as of the day of the payment, or if justified for sound business reasons and approved by the MCA Entity, a combination of the two currencies. |
| 6.3 Terms, Conditions and Mode of Billing and Payment | Payments will be made to the account of the Consultant and according to the payment schedule stated in SCC 6.1 and against an invoice. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the MCA Entity specifying the amount. In all cases, invoices shall be delivered to the MCA-Entity no later than 30 days prior to the requested payment date and will not be deemed delivered until they are in form and substance satisfactory to the MCA Entity. Payments will be made to the Consultant within thirty (30) days of the date of receipt by the MCA Entity of a valid and proper invoice or the date of the MCA |

Entity's acceptance of required deliverables (e.g., the delivery of reports), whichever is later. The Consultant shall comply with any other instructions related to payment as may be reasonably requested by the MCA Entity.

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| 6.4 | Payment for Additional Services | For the purposes of determining the remuneration due for additional services as may be granted under GCC Sub-Clause 2.4, a breakdown of the Contract Price (lump sum) is provided in Appendices D and E. |
| 6.5 | Interest on Delayed Payments | If the MCA Entity has delayed payments beyond thirty (30) days after the payment date determined in accordance with GCC Sub-Clause 6.3, interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC. |

7. Fairness and Good Faith

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| 7.1 | Good Faith | The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
| 7.2 | Operation of the Contract | The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness. |

8. Settlement of Disputes

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

9. Compact Conditionality

- 9.1 Required Provisions
- For the avoidance of doubt, the Parties agree and understand that the provisions set forth in Appendix G reflect certain obligations of the Government and the MCA-Entity under the terms of the Compact and related documents that are also required to be transferred onto any consultant, sub-consultant or associate who partakes in procurements or contracts in which MCC funding is involved and that, as with other clauses of this Contract, the provisions of Appendix G are binding obligations under this Contract.
- 9.2 Flow Through Provisions
- In any sub-contract or sub-award entered into by the Consultant, as permitted by the terms of this Contract, the Consultant shall ensure the inclusion of all the provisions contained in Appendix G in any agreement related to such sub-contract or sub-award.

III. Special Conditions of Contract	
	Amendments of, and Supplements to, Clauses in the General Conditions of Contract of this Contract
GCC 1.4	This Contract shall be executed in the English language
GCC 1.6.1	<p>The addresses for serving notices under this Contract are:</p> <p><u>For the MCA Entity:</u></p> <p>] Millennium Challenge Account –Georgia Att.: The Procurement Agent <u>Address</u> : 4 Sanapiro str. Tbilisi, 0105, Georgia Telephone: +995591199996 Email: procurement@mcageorgia.ge</p> <p><u>For the Consultant:</u></p>
GCC 1.8	<p>The Member in charge is [insert name of member]</p> <p><i>[Note: If the Consultant consists of a joint venture or another association of more than one entity, the name of the entity whose address is specified in SCC 1.9 should be inserted here. If the Consultant consists only of one entity, this SCC 1.8 should be deleted from the SCC.]</i></p>
GCC 1.9	<p>The Authorized Representatives are:</p> <p><u>For the MCA Entity:</u></p> <p>[4 Sanapiro str. Tbilisi, 0105, Georgia Telephone: +995591199996 Email: procurement@mcageorgia.ge</p> <p>[Attention] [Name of the MCA Entity Representative] Address : Email :</p> <p><u>For the Consultant:</u></p>

GCC 2.1	<p>This Contract shall enter into force on the date of signing of the Contract by both parties.</p> <p>OR</p> <p>This Contract shall enter into force on [insert date].</p> <p><i>[Note: delete whichever is not appropriate].</i></p>
GCC 2.2	The Effective Date shall be [insert date] .
GCC 2.3	The Contract shall expire on [insert date] .
GCC 3.6	<p>The risks and the minimum coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) third party motor vehicle liability insurance in respect of motor vehicles operated in [Country] by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert amount and currency]; (b) third party liability insurance, with a minimum coverage of [insert amount and currency]; (c) professional liability insurance, with a minimum coverage of [insert amount and currency]; (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. <p><i>[Note: Delete what is not applicable.]</i></p>
GCC 3.9	<p>[the MCA Entity to state here any additional actions by the Consultant that require the MCA Entity's prior approval.]</p> <p><i>[Note: If there are no additional actions on the part of the Consultant that require the MCA Entity's prior approval, this SCC 3.9 should be deleted from the Contract]</i></p>
GCC 4.2.3	Written notification to the MCA-Entity of adjustments [is] [is not] required.
GCC 4.5	A resident project manager shall not be required for the duration of this Contract.
GCC 5.1	<p>[the MCA Entity to state here any assistance it will or will not provide the Consultant in addition to those points stated in GCC Sub-Clause 5.1.]</p> <p><i>[Note: If there are no additions or changes to the assistance the MCA Entity will provide under GCC Sub-Clause 5.1, this SCC 5.1 should be deleted from</i></p>

	<i>the Contract]</i>
GCC 6.1	<p>The amount of the lump sum fixed price contract is XXXXX [US Dollars] OR XXXXX [Local Currency] OR XXXXX [US Dollars] and XXXXX [Local Currency] (the “Contract Price”).</p> <p>The accounts are:</p> <p>For US Dollars: [insert account number]</p> <p>For Local Currency : [insert account number]</p> <p>Payments for the deliverables shall be made according to the following schedule of percentages of the amounts included in the Contract:</p> <p>XXXXX [insert payment schedule]</p>
	<p>Payments for remuneration made in accordance with GCC Clause 6 in US Dollars and/or Local Currency shall be adjusted as follows:</p> <p>(a) Remuneration paid in US Dollars pursuant to the rates set forth in Appendix D shall be adjusted every [insert 12, 15 or 18] months by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ <p>where R_f is the adjusted remuneration, R_{fo} is the remuneration payable on the basis of the rates set forth in Appendix D for remuneration payable in US Dollars, I_f is the official index for salaries in the United States of America for the first month for which the adjustment is supposed to have effect, and I_{fo} is the official index for salaries in the United States of America for the month of the date of the Contract.</p> <p>(b) Remuneration paid in Local Currency pursuant to the rates set forth in Appendix E shall be adjusted every [insert 12, 15, or 18] months by applying the following formula:</p> $R_l = R_{lo} \times \frac{I_l}{I_{lo}}$ <p>where R_l is the adjusted remuneration, R_{lo} is the remuneration payable on the basis of the rates set forth in Appendix E for remuneration payable in Local Currency, I_l is the official index for salaries in [country] for the first month for which the adjustment is to have effect and, I_{lo} is the official index for salaries in [country] for the month of the date of the Contract.</p>
GCC 6.5	The interest rate to be applied in the case of late payments is the Federal Funds Rate as stated on the website www.federalreserve.gov/fomc/funds/rate.htm
GCC 8.2	<p>All disputes shall be settled by the Court of Georgia.</p> <p>If parties fail to reach agreement, the dispute shall be settled by the relevant court</p>

	of Georgia, according to the rules established by the Georgian legislation.
	5. <u>Costs.</u> dispute resolution
	6.

IV. Appendices

Appendix A – Description of Services

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

Appendix B - Reporting Requirements

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

Appendix C - Key Professional Personnel and Sub-Consultants

Note: List under:

- C-1 Titles [**and names, if already available**], detailed job descriptions and minimum qualifications of foreign Key Professional Personnel to be assigned to work in [**Country**], and estimated staff-months for each.
- C-2 Same as C-1 for foreign Key Professional Personnel to be assigned to work outside [**Country**].
- C-3 List of approved Sub-Consultants (if already available) and same information with respect to their Personnel as in C-1 or C-2.
- C-4 Same information as C-1 for local Key Professional Personnel.
- C-5 Working hours, holidays, sick leave and vacations, as provided for in GCC Sub-Clause 4.3 (if applicable)

Appendix D - Breakdown of Contract Price in US Dollars

Note: List here the monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the lump-sum price - US Dollars portion (from Form FIN-4).

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

Appendix E - Breakdown of Contract Price in Local Currency

Note: List here the monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the lump-sum price - Local Currency portion from Form FIN-4

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

Appendix F - Services and Facilities to be Provided by the MCA Entity

Note: List here the services, facilities and counterpart personnel to be made available to the Consultant by the MCA-Entity.

Appendix G – Additional Provisions

Capitalized terms that are used but not defined in this Annex shall have the meaning given to them in the agreement to which this Annex is attached (the “**Agreement**”) and that certain Millennium Challenge Compact by and between the United States of America, acting through MCC, and the Government, signed in [City] on [Date], as may be amended from time to time.

The legal entity established by the Government that is responsible for the oversight and management of the implementation of the Compact on behalf of the Government (the “**MCA Entity**”) intends to apply a portion of the proceeds of the Compact to eligible payments under this Agreement, provided that (a) such payments will only be made at the request of and on behalf of the MCA Entity and as authorized by the Fiscal Agent, (b) MCC shall have no obligations to [insert name of Implementing Entity or Provider] (for the purposes of this Annex, the “**Contract Party**”) under the Compact or this Agreement, (c) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (d) no party other than the Government and the MCA Entity shall derive any rights from the Compact or have any claim to MCC Funding.

A. MCC Status; Reserved Rights; Third-Party Beneficiary

1. MCC Status. MCC is a U.S. Government corporation acting on behalf of the U.S. Government in the implementation of the Compact. As such, MCC has no liability under this Agreement, and is immune from any action or proceeding arising under or relating to this Agreement. In matters arising under or relating to this Agreement, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.

2. MCC Reserved Rights.

(a) Certain rights are expressly reserved to MCC under this Agreement, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Agreement, as well as any amendments or modifications hereto, and the right to suspend or terminate this Agreement.

(b) MCC, in reserving such rights under this Agreement, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of U.S. Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a party to this Agreement.

(c) MCC may, from time to time, exercise its rights, or discuss matters related to this Agreement with the parties to this Agreement, the Government or the MCA Entity, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.

(d) Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, the MCA Entity, MCC or any

other person or entity from asserting any right against the Contract Party, or relieve the Contract Party of any liability which the Contract Party might otherwise have to the Government, the MCA Entity, MCC, or any other person or entity. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, affiliate, contractor, agent or representative.

3. Third-Party Beneficiary. MCC shall be deemed to be a third party beneficiary under this Agreement.

B. Limitations on the Use or Treatment of MCC Funding.

The use and treatment of MCC Funding in connection with this Agreement does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable law or U.S. Government policy. No MCC Funding shall be used for military purposes, for any activity likely to cause a substantial loss of United States jobs or a substantial displacement of United States production, to support any activity likely to cause a significant environmental, health or safety hazard, or to fund abortions or involuntary sterilizations as a method of family planning. MCC Funding shall be free from the payment or imposition of all Taxes as set forth in the Compact.

C. Procurement.

The Contract Party shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Agreement shall be consistent with the general principles set forth in the Compact and in the MCC Program Procurement Guidelines from time to time in effect as posted on the MCC website at www.mcc.gov. The Contract Party shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or the MCA Entity.

D. Reports and Information; Access; Audits; Reviews.

1. Reports and Information. The Contract Party shall maintain such books and records and provide such reports, documents, data or other information to the MCA Entity in the manner and to the extent required by the Compact or related documents and as may be reasonably requested by the MCA Entity from time to time in order to comply with its reporting requirements arising under the Compact or related documents. MCC may freely use any information it receives in any report or document provided to it in any way that MCC sees fit. The provisions of the Compact and related documents that are applicable to the Government in this regard shall apply, mutatis mutandis, to the Contract Party as if the Contract Party were the Government under the Compact.

2. Access; Audits and Reviews. Upon MCC's request, the Contract Party shall permit authorized representatives of MCC, an authorized Inspector General of MCC, the United States Government Accountability Office, any auditor responsible for an audit contemplated by the Compact or conducted in furtherance of the Compact, and any

agents or representatives engaged by MCC or the Government to conduct any assessment, review or evaluation of the Program, the opportunity to audit, review, evaluate or inspect activities funded by MCC Funding. The provisions of the Compact or related documents that are applicable to the Government in this regard shall apply, mutatis mutandis, to the Contract Party as if the Contract Party were the Government under the Compact.

3. Application to Providers. The Contract Party shall ensure the inclusion of the applicable audit, access and reporting requirements from the Compact in its contracts or agreements with other providers in connection with this Agreement.

E. Compliance with Anti- Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions.

1. The Contract Party shall ensure that no payments have been or will be made by the Contract Party to any official of the Government, the MCA Entity, or any third party (including any other government official) in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 et seq.) (the “FCPA”) or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a U.S. person or entity subject to the FCPA, or similar statute applicable to this Agreement, including any local laws. The Contract Party affirms that no payments have been or will be received by any official, employee, agent or representative of the Contract Party in connection with this Agreement in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a U.S. person or entity subject to the FCPA, or similar statute applicable to this Agreement, including any local laws.

2. The Contract Party shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that the Contract Party knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac, (ii) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, (iii) on the list maintained on www.epls.gov, or (iv) on such other list as the MCA Entity may request from time to time. For purposes of this provision, “material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

3. The Contract Party shall ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money

laundering, terrorist financing, trafficking in persons, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or any successor governmental authority, including, 18 U.S.C. §1956, 18 U.S.C. §1957, 18 U.S.C. §2339A, 18 U.S.C. §2339B, 18 U.S.C. §2339C, 18 U.S.C. §981, 18 U.S.C. §982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598 and shall ensure that its activities under this Agreement comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, the MCA Entity, the Fiscal Agent, or the Bank, as may be applicable. The Contract Party shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in Part 10 of the MCC Program Procurement Guidelines (Eligibility Verification Procedures) that can be found on MCC's website at www.mcc.gov. The Contract Party shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the MCA Entity or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the MCA Entity with a copy to MCC.

4. Other restrictions on the Contract Party shall apply as set forth in the Compact or related documents with respect to any activities in violation of other applicable U.S. laws, regulations, executive orders or policies, any misconduct injurious to MCC or the MCA Entity, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any related document or that materially and adversely affects the Program assets or any Permitted Account.

F. Publicity Information and Marking

1. The Contract Party shall cooperate with the MCA Entity and the Government to provide the appropriate publicity to the goods, works and services provided under this Agreement, including identifying Program activity sites and marking Program assets as goods, works and services funded by the U.S. Government, acting through MCC, all in accordance with the MCC Standards for Global Marking available on the MCC website at <http://www.mcc.gov>; provided, however, that any press release or announcement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC shall be subject to MCC's prior written approval and must be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters.

2. Upon the termination or expiration of the Compact, the Contract Party shall, upon MCC's request, cause the removal of any such markings and any references to MCC in any publicity materials.

G. Insurance.

The Contract Party shall obtain insurance, performance bonds, guarantees or other protections appropriate to cover against risks or liabilities associated with performance of this Agreement. The Contract Party shall be named as payee on any such insurance and the beneficiary of any such guarantee, including performance bonds. The MCA Entity and, at MCC's request, MCC shall be named as additional insureds on any such insurance or other guarantee, to the extent permissible under applicable laws. The Contract Party shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, works and services; provided, however, that at MCC's election, such proceeds shall be deposited in an account as designated by the MCA Entity and acceptable to MCC or as otherwise directed by MCC.

H. Conflict of Interest.

The Contract Party shall ensure that no officer, director, employee, affiliate, contractor, subcontractor, agent, advisor or representative of the Contract Party participates in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Agreement, in which (i) the entity, the person, members of the person's immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Agreement and MCC the conflict of interest and, following such disclosure, the parties to this Agreement agree in writing to proceed notwithstanding such conflict. The Contract Party shall ensure that none of its officers, directors, employees, affiliates, contractors, subcontractors, agents, advisors or representatives involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Agreement shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of de minimis value and otherwise consistent with such guidance as MCC may provide from time to time. The Contract Party shall ensure that none of its officers, directors, employees, affiliates, contractors, subcontractors, agents, advisors or representatives engage in any activity which is, or gives the appearance of being, a conflict of interest in connection with this Agreement. Without limiting the foregoing, the Contract Party shall comply, and ensure compliance, with the applicable conflicts of interest and ethics policies of the MCA Entity as provided by the MCA Entity to the Contract Party.

I. Inconsistencies.

In the event of any conflict between this Agreement and the Compact and/or the Program Implementation Agreement, Procurement Agreement, or Disbursement Agreement, as applicable, the term(s) of the Compact and /or the Program Implementation Agreement, Procurement Agreement, or Disbursement Agreement, as applicable, shall prevail.

J. Other Provisions

The Contract Party shall abide by such other terms or conditions as may be specified by the MCA Entity or MCC in connection with this Agreement.

K. Flow-Through Provisions.

In any subcontract or sub-award entered into by the Contract Party, as permitted by this Agreement, the Contract Party shall ensure the inclusion of all the provisions contained in paragraphs (A) through (J) above.

Section 6 Terms of Reference

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Design and Environmental/Social/Gender Studies Of Public Schools in Georgia

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ACRONYMS AND ABBREVIATIONS

BSMA	Batumi State Maritime Academy
BOQs	Bills of quantities
EA	Environmental Assessment
EHS	Environmental, Health and Safety
EIF	Entry into Force
ERC	Education Resource Center
ESA	Environmental and Social Assessment
EMIS	Educational Management Information System
ESIDA	Education and Science Infrastructure Development Agency, Ministry of Education and Science
GIS	Geographic Information System
GOG	Government of Georgia
HA	Hectare
IDIQ	Indefinite Delivery Indefinite Quantity
IE	Implementing Entity
IEAs	Implementing Entity Agreement
LBP	Lead-Based Paint
LOE	Level of Effort
M&E	Monitoring and Evaluation
MCC	Millennium Challenge Corporation
MCA-G	Millennium Challenge Account, Georgia
MoES	Ministry of Education and Science
PRSP	Poverty Reduction Strategy Paper
QAQC	Quality assurance, quality control
RAP	Resettlement Action Plan
ROW	Right-of-Way
STEM	Science, technology, engineering, and mathematics
SOW	Statement of Work
TOR	Terms of Reference
TVET	Technical, vocational education training
US	United States
WWTP	Wastewater Treatment Plant

**STATEMENT OF WORK
MILLENNIUM CHALLENGE ACCOUNT GEORGIA**

**Design and Environmental/Social/Gender Studies
Of Public Schools in Georgia**

1 OVERVIEW OF ASSIGNMENT

This consulting assignment is designed to accelerate the school rehabilitation program proposed for the second MCC Compact to Georgia. This assignment will kick off during the same time period as planned second Compact signing and will allow rehabilitation of the first phase of schools during the summer of 2014. The goal of the school rehabilitation investments is to produce school environments that lead to improved management, teaching, and student learning at each selected school.

1.1 MCC IN GEORGIA

The first MCC Georgia Compact was completed in April 2011. The \$395 million Compact focused on infrastructure (roads, water/sanitation networks and energy rehabilitation) and rural private enterprise development through a grant program and separate investment fund.

For the proposed second Compact, MCC encouraged the Government of Georgia (GOG) to develop an education proposal that addressed the IMC's concerns including the number of beneficiaries (in terms of equity and reach of the investment), systemic deficiencies in education, and cost-effectiveness of the proposed investments.

1.2 PROJECT OBJECTIVES AND GOALS: PROPOSED GENERAL EDUCATION PROJECT AND SCHOOL REHABILITATIONS

In May of 2012, the MCC Investment/Management Committee (IMC) authorized MCC to proceed to the design and due diligence phase for the proposed second compact projects described below under Section 609(g) of the Millennium Challenge Act of 2003, as amended, to support preparatory activities for the development and start-up of a proposed second Compact.

MCC encouraged the GOG to develop a Compact proposal in the education sector that addressed the previous concerns including the number of beneficiaries (in terms of equity and reach of the investment), systemic deficiencies in education, and cost-effectiveness of the proposed investments. Returning to the constraints analysis, which identified the low quality of human capital as a binding constraint to economic growth in Georgia, the GOG agreed with MCC's guidance that this low level of human capital quality begins in the general education system. While enrollment rates at the primary and secondary levels are high, international assessments of student learning highlight very poor education quality outcomes. Based on data the MCC requested from the Ministry of Education and Science, performance deficiencies are most pronounced in general education (grades 1-12) schools in rural regions, particularly in ethnic minority enclaves.

In addition, employer surveys and interviews identify the lack of modern capacity to teach relevant science and technology skills at Georgian universities and technical colleges as an underlying cause for the insufficient and unqualified labor force in the areas of science,

technology, engineering, and mathematics (STEM). Developing human capital in STEM supports fast growing and FDI-intensive sectors, as well as enhancing the innovative capacity of the economy, where Georgia is currently weakest among its peers. Based on this guidance, the current proposal by the GOG for a second Compact involves the following projects:

- Project 1: Improving General Education Quality
- Project 2: Industry-led Skills and Workforce Development
- Project 3: STEM Higher Education

This consulting assignment involves Project 1, and the following expected outputs described in the GOG proposal:

- Assess the physical condition of the schools proposed for rehabilitation.
- Assess sustainability and capacity building requirements, with a focus on operations and maintenance, energy efficiency and community engagement.
- Analyze implementation risks and identify appropriate implementation strategies, including schedule, budgets, and milestones.
- Consider environmental, social, health and safety risks and mitigation measures, with a focus on hazardous materials management, community engagement, and occupational health and safety.
- Refine cost estimates and develop unit costs for rehabilitation works.
- Prepare design specifications and estimates for selected schools, with clear justification of selected specifications linked to intended goal of improved school management, teaching, and student learning outcomes.

In October 2012, the MCC Investment Memorandum (IM) was presented to the MCC Investment Committee. This IM was tentatively agreed pending decisions by the newly elected GOG to proceed with the proposed Compact projects.

1.3 RELATIONSHIP OF 609(g) WORK AND COMPACT IMPLEMENTATION

Funds for this consulting assignment have been provided under Section 609(g) of the Millennium Challenge Act of 2003 to “jump start” the Project 1 activities. It is currently anticipated that a Compact with GOG will be negotiated and signed by the middle of 2013, and this assignment is intended to provide an opportunity for early action activities to facilitate possible school rehabilitations during the first year of the Compact.

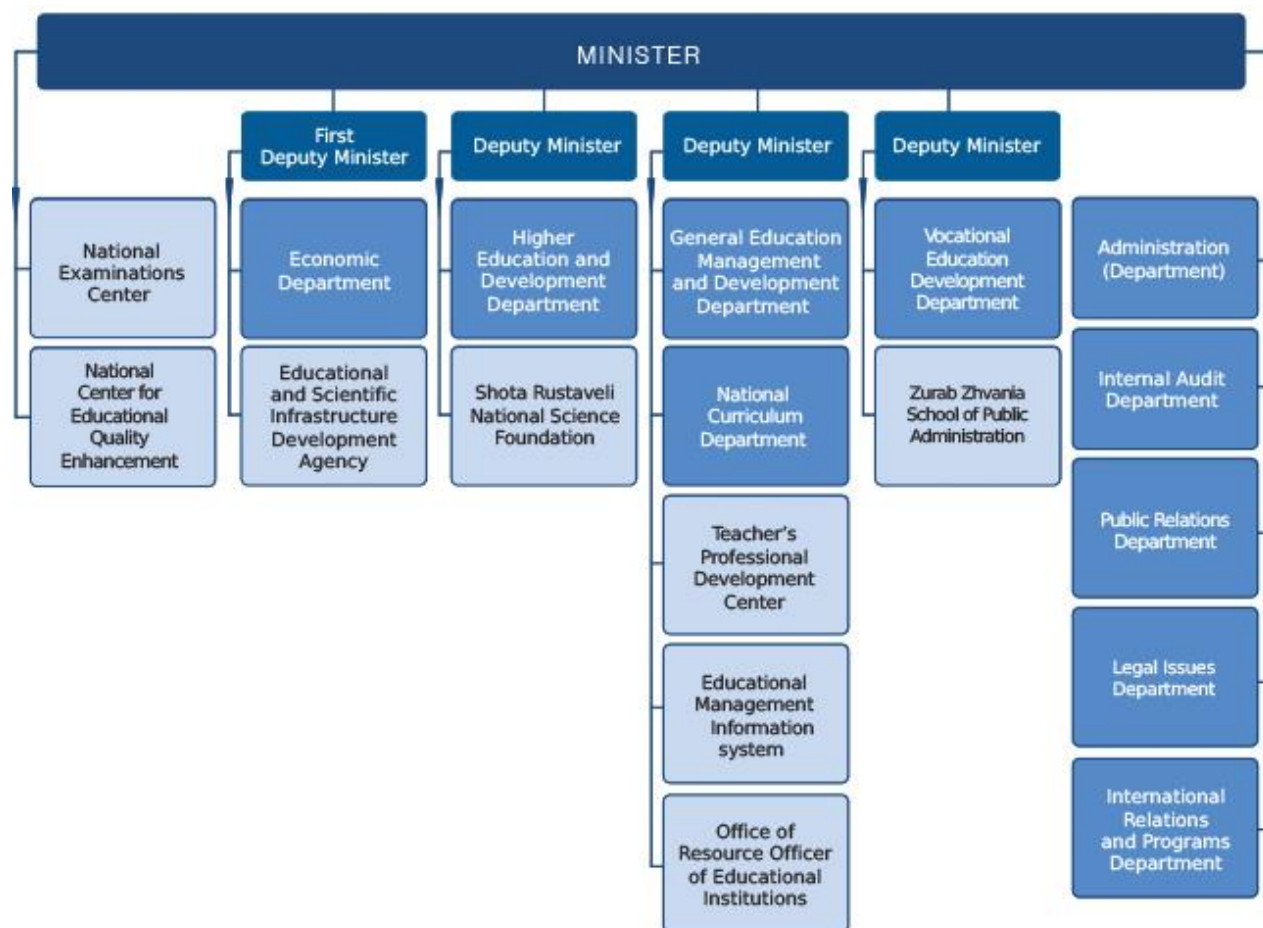
At this point, it is not certain whether this contract will be extended with other sources of Compact funds to allow continued work beyond the Base Period activities. As such, the structure of this SOW shows a Base Period of activities as well as a potential Construction Supervision task, which could be added as a contract Option depending on several factors, including the performance of the Consultant during the Base Period.

1.4 COORDINATION WITH OTHER MCC 609(g) STUDIES

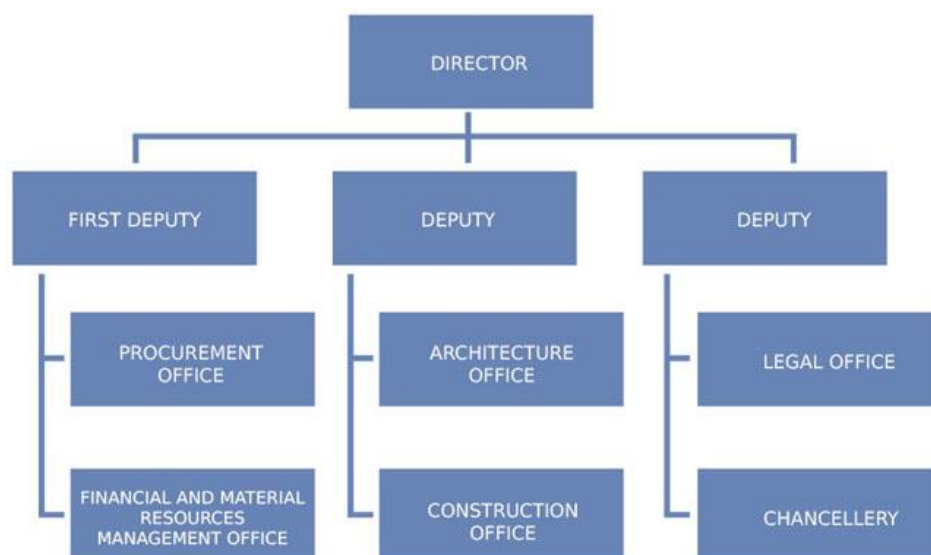
There are many other aspects of the MCC 609(g) funded work being undertaken beyond this consultancy on school rehabilitation planning. As such, the Consultant shall coordinate with the MCA leads on M&E, economic analysis, gender, etc. and be prepared to provide ongoing updates of their work in monthly reports as well as ad hoc requests. MCA staff will provide the main linkage to MCC staff leads on the project progress.

1.5 DESCRIPTION OF GEORGIA EDUCATION GOVERNMENTAL ENTITIES

The Ministry of Education and Science of Georgia (MoES) is the GOG body responsible for education system in Georgia. The Ministry includes the following structure:



Under the MoES, the Education and Science Infrastructure Development Agency (ESIDA) manages the GOG school rehabilitation activities in all regions of the country. ESIDA has seven divisions, including Construction, Procurement and Finance, totaling approximately 50 employees.



While the ESIDA needs assessment and procurement process is fairly comprehensive, there are also aspects of the process that may need to be improved by this project. For example, ESIDA procurements are not bundled, so a tender is prepared for every rehabilitation project. This appears to be inefficient. In addition, tending contracts for individual school rehabilitations results in low value contracts, that tend to attract low capacity contractors. It also eliminates opportunities to achieve economies of scale, e.g., with the bundling of material orders across a number of schools to achieve lower unit costs on windows, doors, cable, roofing, hardware, etc. ESIDA has an ongoing aggressive rehabilitation schedule and the proposed MCA program has been coordinated with the ESIDA program. In fact, the Consultant will be working directly with ESIDA in ESIDA office space during the project to facilitate coordination and to help ESIDA improve their processes.

An Education Resource Center (ERC) is located in each district and provides the link between the MoES and the local schools. The ERCs are involved in many of the recent MoES reform efforts, including testing and certification activities. The ERCs could possibly play a more active role in school rehabilitation efforts and/or future O&M activities.

1.6 OBJECTIVES AND APPROACH

The Consultant shall carry out the studies in a fast-track manner. The Consultant will work as a coordinated team with ESIDA staff in ESIDA office space, and the Consultant team will lead experience sharing discussions with ESIDA counterparts and technology/knowhow transfer of design systems and processes. To this effect, it must mobilize adequate resources to complete the studies within the specified timetable. Some final design activities, such as condition assessments and preparation of standard specifications and bid documents should be completed in parallel with environmental studies. The rehabilitation designs, however, will be subject to and include all the recommendations from 609(g) environmental, social and gender studies included in this SOW. **Annex 6.5** describes the work sharing arrangements between MCA-G, ESIDA and the 609(g) Consultant.

The organization of services, including all the necessary staff, equipment and transportation for this study will be decided by the Consultant. In its methodology, the Consultant shall demonstrate that the work will be carried out efficiently and that the required time schedule will be strictly kept. The Consultant shall identify the critical activities and demonstrate that the Project Manager and his/her staff are capable of directing and performing all the study and design requirements with the highest quality of services. ESIDA should be fully integrated into

work program and design processes, and the Consultant will assist ESIDA in the establishment of ongoing systems for design and project management services.

The process of experience sharing and technology/knowhow transfer of design systems by Consultant to ESIDA counterparts will be described in a detailed organizational development plan during the Inception Period and include proposed plan in the Inception Report, based on guidance shown in **Annex 6.5**.

The Consultant shall propose appropriate bidding packages (construction sites per bid) for construction works to ESIDA to permit a logical grouping of works in an area to allow works to proceed as fast and efficiently as possible.

The Consultant must meet with the responsible officials of MCA-G at least every week and the MCC at least every month, as necessary, to review progress against the program, and advise of any problems encountered and of the solutions adopted to solve them. In addition, the Consultant, in coordination with MCA-G respective representatives, will meet with other GOG important stakeholders such as the Ministry of Environment, National Forensics Bureau, Expertise Bureau, and others as required. In coordination with the MCA-G, the Consultant's stakeholder engagement/education specialist will also be consulting with the school administrators and teachers during the design studies among other matters on their inquiries regarding educational needs that will need to be taken into consideration while designing the infrastructure of the learning facilities and school campuses.

2. DETAILED DESCRIPTION OF SERVICES AND TASKS

Contract Period	Activities and Outputs
Base Period	<ul style="list-style-type: none"> ➤ Review ESIDA and MCA-G Technical Condition Assessments and/or database, update and/or perform new assessments and additional technical and environmental analyses and tests, as required; ➤ Environmental, Gender and Social Studies: <ul style="list-style-type: none"> • Develop an Environmental and Social Risk Screening Tool that can be applied to each school to assess potential risks and determine whether schools are eligible for the project; • Develop an Environmental and Social Management Framework (ESMF), based on IFC Performance Standard 1, for the entire Program; • Develop a Programmatic Environmental and Social Management Plan (ESMP) that can be applied to all project schools; • Develop a waste management plan consisting of a Hazardous Materials Management Plan for asbestos, science laboratory waste, non-Hazardous construction waste and other potentially hazardous wastes specific to Georgia; • Develop occupational, health and safety guidelines and a corresponding checklist to be used by contractors; • Develop a Sustainable Schools Guidebook on technical operation and management of school systems; • Review EMIS data provided by ESIDA/EMIS on school enrollments by gender, and social vulnerability for all schools in the project to inform planning and the design process.

Contract Period	Activities and Outputs
	<ul style="list-style-type: none"> ➤ Prepare plans, specifications and estimates/BOQ for First Phase schools; ➤ Identify and list schools with critical issues that would prevent any school from being rehabilitated; ➤ Prepare complete bid packages for production and implementation by MCA and ESIDA; ➤ Support during bid evaluation, negotiations, award of contracts and mobilization (First Phase schools);
Potential Future Option 1 (change order)	<ul style="list-style-type: none"> ➤ Construction Supervision of first phase schools

The following Table 2.1 summarizes the roles of the various actors involved in the design and execution of this SOW.

Table 2.1 Actors Implicated in the Design and Execution of the SOW

Owner:	Government Of Georgia
Employer:	MCA-Entity will sign the contract with selected consultant and pass on responsibility of implementing the contract defined activities to ESIDA under “609(g) Agreement”
Engineer:	The MCC Independent Engineer (IE) (For Oversight Support, Quality Audits, not the Engineer of Record) as well as environmental and social oversight
Consultant:	The Consulting Firm Responsible to ESIDA For The Studies, Designs, Supervision And Control Of The Works (with exercised Option), Represented On Site By The Team Leader (Engineer of Record)
Contractor:	The Construction Firm Having The Works Contract, Represented On Site By Its Director Of Works

The Design Consultant for the Base Period activities may be asked to perform construction supervision of the school rehabilitations under a project change order. If this Option is exercised, the Consultant will be responsible for supervising the execution of the activities by the different construction contractors.

All contractors—as well as the consultant—are expected to work in a fully collaborative manner with the duly elected municipal structures and authorities that represent the municipal population. While the participation of the elected officials is critical to the successful execution of the contract, their names do not appear in the table (which lists the actors with legal responsibility for specific tasks) since they are not legally responsible for the execution of any of the specific tasks described in the SOW. All needs for such external communications should be coordinated with the MCA-G ESP Director.

The engineer is the MCC IE who advises MCA-Entity and MCC on the selection (through the standard MCA/MCC bidding processes and procedures) and supervision of consultants. The MCC independent engineer does not serve as the engineer of record, rather is only involved in quality audits. In addition, an environmental and social team will be emended in the IE as appropriate.

The activities supported under the base contract focus on conducting the technical feasibility, environmental and social studies for the rehabilitation of the schools, as described in detail in the 609(g) Agreement in **Annex 6.5**. The roles and responsibilities of the Actors Implicated in the Design and Execution of the SOW will be distributed as follows:

- (i) MCA-Entity will run bidding procedures by MCC standards to procure design consultant services and delegate contract management responsibility to ESIDA ("client") under the 609(g) Agreement;
- (ii) MCA-G will perform general guidance and monitoring of the school rehabilitation component's planned activities implementation.
- (iii) ESIDA will manage ongoing design activities of the Consultant, review and approve interim deliverables on all infrastructures, ESP, H&S elements. Upon completion of intended design studies, act of final acceptance of the performed activities will be signed by the Consultant and ESIDA;
- (iv) Based on the act of final acceptance signed by the Consultant and ESIDA, the respective act of acceptance will be signed by MCA-Entity and ESIDA to proceed with payment of the completed works –

2.1 SCHOOL CONDITION ASSESSMENT CHECKLISTS

ESIDA staff worked with MCA-G to evaluate the condition of a set of 37 schools, which have been selected for rehabilitation during the first Phase, in accordance with the School Condition Assessment Checklist Guidelines. The results of the checklists provide information that can be used by the Consultant to develop a range of cost estimates for the work. These checklists will provide a valuable database on the school size, features, and condition, but the Consultant will need to validate and expand on these checklists. The conditions assessments should be linked to how current conditions limit achievement of satisfactory school management, teaching, and/or student learning outcomes.

An abstract of the Conditions Assessments, consolidating findings from the preliminary assessment together with photos of the 37 schools are in Annex 6.1. The detailed conditions assessments of the rehab schools will be provided to the selected bidder during contract mobilization phase.

In addition, ESIDA staff worked with MCC during Compact due diligence to evaluate a set of 67 schools relative to school condition, needed improvements and potential costs. These schools were selected to provide a range of cost estimates, not as potential schools for rehabilitation. This information will be available upon request by the applicant.

In addition, the Consultant will prepare a screening tool to do an initial assessment of potential environmental and social risks, including but not limited to, occupational health and safety and the potential presence of hazardous materials, according to IFC PS 1, 2, 3 and 4. The screening tool will also allow for the initial identification of stakeholders that will need to be consulted with as they could potentially be affected by the project. These potential risks will be important to identify early in the process in order for the Consultant to prepare the Environmental and

Social Management Framework (ESMF) and the Environmental and Social Management Plan (ESMP) described in the next chapter.

As part of the Conditions Assessments review, the Consultant shall conduct a comparison of prior ESIDA conditions assessments and the Consultant's full conditions assessments. This task is intended to build ESIDA capacity on conducting quality conditions assessments.

The Consultant shall assess the veracity of the conditions data which was available as of the selection of beneficiary schools (i.e. the ESIDA conditions data which was available as of January 2013). Specifically, the analysis should aim to understand weaknesses of the data on which beneficiary school selection was based. The Consultant shall include in his report the findings of this process and provide recommendations for improving the process by which ESIDA regularly collects infrastructure conditions data and conducts conditions assessments.

2.2 ENVIRONMENTAL, HEALTH, SAFETY, GENDER AND SOCIAL STUDIES

The following sections provide technical details of each aspect of the design and environmental studies for the school rehabilitations. Chapter 6 provides a time schedule for all of these aspects.

2.2.1 Develop An Environmental and Social Management Framework (ESMF) and Environmental and Social Management Plan (ESMP) According to IFC Performance Standards

The Consultant shall review the following documents, which will be provided to the Consultant at contract signing:

- MCC Environmental Policy
- IFC Social and Environmental Performance Standards
- MCC Environmental Checklist and Guidance for Managing Hazardous Materials
- MCC Investment Memorandum and Due Diligence summary
- Other ESIDA documents related to their rehabilitation program
- The results of 609(g) gender and social studies of barriers to education, as they pertain to the physical condition of schools
- Phase I schools' Condition Assessment Summary
- MCC/MCA Impact Evaluation Methodology

The Consultant will develop an Environmental and Social Management Framework (ESMF), in compliance with IFC Performance Standard 1 on Assessment and Management of Environmental and Social Risks, that addresses the overall environmental and social issues associated with the school rehabilitation program. The ESMF identifies screens and assesses key risks; develops a framework for consultation and engagement with affected stakeholders; and proposes an institutional framework that assigns responsibilities to manage risks, impacts and stakeholder consultation throughout the life of the project including **regular meetings** with school principles, administration and staff. The ESMF focus will be on Program-level qualitative impacts and general rules, regulations and management and mitigation measures rather than on quantifying the impacts of site-specific interventions.

An ESMF is a flexible instrument with the ultimate purpose of assisting in the design and implementation of programs and projects that help avoid, minimize and mitigate environmental and social risks and impacts, and includes an appropriate Environmental and Social

Management Plan (ESMP) and details key actors responsible for its implementation, from the Environmental Ministry to the contractors responsible for the works to the schools themselves.

The ESMF will also contain general guidance on operating and maintaining schools through a Sustainable Schools Guidebook, which will include information on water supply and sanitation systems, waste management and recycling (if applicable), energy usage and heating systems, landscaping, and other issues, especially those related to rehabilitation of infrastructure and systems at schools. The guidebook will also include information on the necessary budget and technical resources needed for the operation and maintenance of these activities. The Guidebook will contain guidance that can be applied across all Georgian schools, and will complement the site-specific O&M Manuals to be developed as part of post-construction services.

The objectives of the ESMF are to:

- Ensure approved projects comply with Georgian environmental and social legislation and permitting requirements;
- Ensure projects comply with MCC Environmental Guidelines, MCC Gender Policy, MCC policy on trafficking in persons, and the IFC Performance Standards;
- Guide the scoping of environmental and social impact risks;
- Ensure effective integration of environmental, social and gender criteria and processes into overall project implementation;
- Enhance positive and sustainable environmental and social outcomes associated with activity implementation;
- Support the integration of environmental and social aspects (associated with the activity) into the planning and decision making process;
- Provide for community consultation and engagement mechanisms throughout the life of the project, by holding consultations with relevant stakeholders, including school principals, administration and staff, that will be part of a Stakeholder Engagement Framework that will apply during design, construction and closing phases of the project;
- Avoid, minimize, mitigate and manage negative environmental and social impacts;
- Minimize environmental degradation as a result of either individual construction actions or their cumulative effects;
- Avoid, minimize, mitigate and manage occupational, health and safety risks and impacts;
- Improve project design for sustainability characteristics;
- Develop a template Environmental and Social Management Plan (ESMP) to guide project proponents in integration of significant environmental and social mitigations and monitoring, and integration of measures to promote equitable access to project benefits and opportunities into the rehabilitation projects;
- Identify vulnerability to natural disasters and accidents and develop an emergency preparedness and response plan;
- Develop environmental and social contract clauses that translate environmental and social requirements under the ESMP into contractual language and integrated into tender documents;
- Provide for environmental and social monitoring and reporting against ESMP requirements during project implementation.

The standard MCC ESMF template is provided at **Annex 6.2** which could be used as the basis for developing the ESMF.

The ESMF will guide production of an ESMP to describe actions to avoid, minimize, mitigate, manage, and monitor potential risks and impacts, including institutional measures to be taken during project implementation to eliminate adverse impacts, offset them, or reduce them to acceptable levels, without being site-specific.

The ESMF and EMP will contain general guidance on compliance with the IFC Performance Standards that are relevant to the project. Specific tasks related to the compliance of the Performance Standards are detailed below; however the Consultant should refer to the original standards for guidance on what risks to assess and mitigate for on the project. This guidance should be applied to all schools participating in the project.

2.2.2 Gender and Social

The design of this sub-activity and other relevant tasks should be informed by the results of the “Barriers to Participation in secondary STEM activities” study which is being commissioned by MCA-Entity. Critical to successful completion of the school rehabilitation design will be the attempt to minimize the identified participation and results barriers for girls and socially disadvantaged students in the design of the school rehabilitation where feasible. The Studies of Labor Demand, Barriers to STEM Education Programs and Occupations will be available by early September, 2013.

In general, few gender differences in school participation in Georgia are observed at the primary and lower secondary level, but some differences emerge at the upper secondary level. School rehabilitation plans will address availability of sanitary facilities for girls and women, which may improve their school attendance in upper secondary level. Otherwise it is expected that girls and boys will benefit equally from investments in rehabilitation of schools.

Because this is a school rehabilitation activity, rather than a new school construction activity, it is not envisioned that construction work camps will be involved. This lowers the risk for the project to create a demand for prostitution, trafficking in persons and/or HIV/AIDS communication. However, the ESMF should provide for a determination of whether such risks do or do not exist at a given site and if such risks exist, establish mitigation measures to be included in ESMPs. In some cases, selected rehabilitation activities may be carried out by community members. The ESMF should encourage the employment of women in these circumstances, as well as gender-sensitivity training where women are employed.

2.2.3 Performance Standard 2: Labor and Working Conditions

The Consultant will identify occupational health and safety risks and prepare guidelines, which comply with IFC Performance Standard 2 on Labor and Working Conditions. These guidelines will cover, among other issues, management of environment, health and safety risks, including hazardous materials handling, storage and disposal (see following section on PS 3). Guidelines should also cover child and migrant workers, safe working conditions, including equipment, and provide for a grievance mechanism for workers. Health and safety issues should be integrated into the front-end needs assessment process. Health and safety should be integrated into the ESMP which will outline detailed health and safety requirements for works contractors and QA/QC procedures. The Consultant will prepare a Health and Safety checklist to be used by the during the construction supervision phase as a monitoring and tracking tool to ensure the Contractor’s compliance with MCC health and safety standards. Occupational Health and Safety (OHS) clauses should be developed to translate OHS requirements under the ESMP into contract language and integrated into tender documents.

2.2.4 Performance Standard 3: Resource Efficiency and Pollution Prevention

The Consultant will prepare guidelines for the contractor’s equipment and construction activities to comply with air, water, noise and vibration standards based on national and international

(WHO) standards, especially giving consideration to local communities and stakeholders who may be affected by construction activities.

The Consultant will also consider cost effective measures for improving efficiency in the consumption of energy, water, as well as other resources and material inputs should be identified, including use of high efficiency lighting, energy efficient boilers and insulation, including additives to paints that increase energy efficiency, recycling, and automation (e.g. programmable thermostats, etc.). The Consultant will look to successful examples of energy and water efficiency in schools in Georgia, including recent projects undertaken by USAID and Winrock International.

Hazardous Materials and Waste Management Plans

As described in PS 3, the IFC General Environmental, Health and Safety Guidelines on occupational health and safety, and MCC guidance on hazardous materials management, special care must be taken if hazardous materials are encountered during rehabilitation work. There is a potential of encountering hazardous materials such as asbestos containing materials (ACM) in existing schools in Georgia, especially in roofing materials. The MCA-G and ESIDA condition assessments indicated that about 90% of the first phase schools are likely to have ACM materials, either in roofing or other structures. The ACM materials identified to date are assumed to be relatively stable, but there is a possibility of encountering friable asbestos, which would pose a greater management problem. In instances, where friable ACM, or material that is non-friable in its present condition but is likely to become friable during construction or removal, is identified, then the school facility in question will be removed from consideration for MCA-G financing, with MCC and MCA-G approval of said removal.

Sampling and testing with proper PPE would be required to fully identify asbestos and friable asbestos. The site and structure specific identification and testing of both friable and non-friable asbestos is relevant to all parts of existing school buildings, not only to those areas that will be rehabilitated. The MCC is responsible for rehabilitating all areas that may pose a health or safety risk to students or users of the school. However, sampling and testing for asbestos is costly and time consuming and if some materials are well documented to contain non-friable asbestos (such as certain types of roof tiles), it may be more practical to assume that they contain ACM and manage them accordingly rather than testing them. If the likelihood of the presence of non-friable ACM is fairly definitive, the Consultant can recommend whether testing is necessary to verify such findings, or whether the material can simply be treated as hazardous material without the need for testing and laboratory verification.

If the Consultant reports that the likelihood of the presence of friable asbestos is high, then the site will be eliminated from further consideration in the project. Testing for friable asbestos carries risks and any proposed testing should be validated by MCA and MCC.

Annex 6.3 presents a summary of MCC hazardous materials and waste management requirements, including an ACM check list, which must be followed by the Consultant. This includes the prohibition of using asbestos or asbestos containing materials (ACM) in new construction. **Annex 6.3** also contains the table of contents for the draft MCC Guidance on managing hazardous materials in construction. The full draft MCC Guidance, with an ACM management check list, is available on request.

Besides ACM, there is a potential for lead hazards in schools: lead based paint (LBP), lead pipes, and lead deposited in outdoor soil, which is a risk especially to small children in situ and for workers during rehabilitation programs. The Consultant will test any painted surfaces with field

test kits to determine if lead is present in levels higher than accepted both nationally and internationally. Schools located near industrial sites or sites with a history of nearby industrial activity may require additional soil testing on a case by case basis. Where lead is found, the Consultant will prepare plans to protect children through encapsulation methods if the building system remains, or to protect workers if the building systems are being replaced. Building systems that are removed which contain LBP will be wrapped and handled as hazardous waste per MCC Guidance.

For remediation of schools that have identified potential ACM or high lead levels, the Consultant will prepare a Hazardous Waste Management Plan (HWMP) to include removal, handling and wrapping of the contaminated building systems using proper personal protective equipment (PPE) and training requirements. The HWMP will cover the safe handling, transport and disposal of the non-friable ACM and lead contaminated building materials. The HWMP will cover general aspects common to all sites with hazardous substances, including hazardous substances generated in construction sites (not only ACM and lead), such as mercury vapor electrical systems, among others, as well as a section for information regarding the location of on-site waste storage, transportation methods, and final disposal sites and methods.

The Consultant will identify risks related to normal waste (non-hazardous) from construction activities and will prepare a management and disposal plan that includes coordination with local authorities' waste facilities and other relevant organizations as needed. Coordination with the Ministry of Environment may be required under the proposed new Waste Law.

2.2.5 Performance Standard 4: Community Health, Safety, and Security

The Consultant will assess potential risks to the community and other stakeholders, including risks from interactions between community members and contractors, and develop specific mitigation measures to address those risks. The Consultant will prepare guidance for contractors and others on how to identify and engage/consult with relevant stakeholders on issues such as noise, vibrations and air emissions from construction activities, the management of waste and hazardous waste, and other project activities. The Consultant will develop guidance on how to receive, manage and respond to community grievances.

2.2.6 Performance Standard 5: Land Acquisition and Involuntary Resettlement

No land acquisition or involuntary resettlement is foreseen on the project; however, in the case that land acquisition or resettlement may take place, the Consultant will prepare a Resettlement Plan in compliance with PS 5 and MCC Environmental Guidelines.

2.2.7 Performance Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources

The Consultant will assess and mitigate for project risks to protected areas, protected species, natural and critical habitats. The Consultant will prepare guidance on avoiding the removal of vegetation, and compensation for vegetation loss when it is unavoidable. The Consultant will prepare guidance and mitigation measures on impacts to fauna, including contractor interaction with local fauna and a zero tolerance for hunting.

2.2.8 Performance Standard 8: Cultural Heritage

Although no cultural heritage is anticipated to be intervened during the project, the Consultant will prepare a basic chance finds procedure for the Contractor with information on who to

contact and what actions to take in case any cultural heritage is encountered or disturbed. Cultural heritage includes religious sites, cemeteries, human remains, and artifacts, among others.

2.2.9 Unforeseen Environmental Issues

In addition to the previous environmental, social, health and hazardous material requirements, there remains a possibility that other unforeseen issues could be uncovered during the Consultant's work on a particular site. Based on the initial results of the ESIDA and MCA led school conditions assessments, these could include but not be limited to:

- Major structural issues that would warrant a school replacement as opposed to rehabilitation;
- Presence of friable asbestos as noted above;
- Presence of laboratory waste and luminescent light bulbs in large quantity;
- Siting issues (e.g., a school in a park, or on very steep slopes in the mountains, vulnerability to natural disasters);
- Schools located on municipal or privately owned lands (land not under the auspices of the Ministry of Education);
- Underutilized schools such as very large school structures that are used by relatively few students or schools with several unused buildings on the property; or
- Potential resettlement impacts or access issues.

Such site specific problems may go beyond the scope of the standard ESMP requirements and need to be highlighted, and may warrant specific additional site specific mitigation measures. If these issues are too serious to be addressed with additional mitigation, the Consultant will confer with MCA and MCC. There may be a possibility that such school sites be recommended for elimination from consideration in the MCA Entity program due to "fatal flaws."

2.2.10 Management of ESMP in Project Implementation

The Consultant will develop detailed information on permitting requirements that may apply to each of the school activities and sites, and the procedures and responsibilities for obtaining the permits. The Consultant will prepare standard environmental and social clauses for inclusion in construction tender documents and ensure that the full ESMP is part of the contracts.

During school rehabilitations, the Consultant will specify procedures for compliance monitoring with the ESMP. This might include an Environmental and Social Audit template and photo/video requirements for site inspections to ensure effective implementation of ESMPs during the Construction Phase. The ESMP should also include a standardized reporting format to track implementation against ESMP requirements and to alert MCA Entity to new environmental and social issues identified during implementation.

2.3 PREPARE PLANS, SPECIFICATIONS AND ESTIMATES / BOQ FOR FIRST PHASE SCHOOLS

Based on the ESIDA and Consultant checklists (see Task 2.1) and site visits, the Consultant will prepare a description that clearly spells out the performance requirements, the existing conditions, and the end result expected by each part of the work, based on following design requirements. The proposed specifications should be linked to how they are intended to address current conditions and achieve improvements in school management, teaching, and student learning outcomes. Environmental and social issues should also be an integral part of

this analysis. The rural settings and lack of significant operational expertise in some areas requires the consultant to carefully propose sustainable solutions using appropriate technologies to this context, and solutions that can easily and cost-effectively be maintained.

The technical studies should contain:

- Design criteria and standards to be applied, including how learning space design principles are incorporated;
- The layout of rooms and spaces, including their present and future use and applying learning space design principles as appropriate;
- The plans of the existing buildings;
- The recommendations of environmental and social measures to be integrated in the works implementation;
- A site plan at 1/500 and layout plan at 1/200 (public spaces and buildings), with learning space design criteria considered in classrooms as well as public spaces;
- The design drawings superimposed on the «existing» layer, in a way to visualize by different colors the design to be brought (to create, to demolish, to build), in case of rehabilitation and/or extension;
- Proposed architectural design drawings of the rehab schools in digital 3D graphics format;
- Details of plans for all elements of the work including heating, HVAC, electrical, wastewater systems/drainage systems on a scale of 1/50 and 1/20, with a strong preference toward efficient energy and water usage;
- Other typical details and standards that are part of the plans;
- A secure storage solution for any school documents and equipment during the works;
- A schedule for implementation of the works which must take into account the safeguard of the school property as well as continuing operations of the school during construction;
- A schedule of professional and working trades, materials, equipment and quantities of each required for the performance of works;
- The minutes of different consultation meetings held with the service authorities for the design concept;
- Detailed location and geometry of all facilities such that the affected areas can be set and reviewed in the ESMP;
- The technical specifications of works;
- Detailed description for all line items;
- Bill of quantities;
- A confidential cost estimate;
- School-level cost estimates for the purposes of economic rate of return (ERR) calculation and impact evaluation analysis;
- Notes on the calculation of works;
- Include laws, regulations and standards considered in design.

Since the work involves existing building rehabilitations and no work where serious structural damage is apparent, geotechnical studies might be required.

The technical studies should conform, at the minimum, to the standards and norms of ESIDA practices as well as IFC Performance Standards as previously described.

2.3.1 Drainage and Flood Protection

Some of the schools have localized drainage problems around the schools or from nearby roads and uncontrolled runoff areas. In addition, the large roof areas of the schools will need to have

properly controlled drainage systems. Where site drainage improvements are required, the Drainage Plan will include:

- Details on the roof drainage systems and outlet control devices
- Plans of the projected drainage network
- Plan and line diagrams of the drainage flow
- Standard plans and detailed drawings for planned structures

2.3.2 Access Roads and Parking

Site access to the schools is important. In addition, interior parking and site access considerations should be evaluated. Upgrading or constructing new roads will not be part of the project, but ensuring proper access/egress and parking in the site planning should be considered.

2.3.3 Electrical Supply Connections

The central electrical power systems providing service to the schools are not always adequate to service the needs of the rehabilitated school. Where this is the case, the Consultant will review the potential costs to upgrade the central service connection to the school and add this cost to the site cost estimates. However, this portion of the budget allocation will be the responsibility of the GOG and MOES for the electrical company improvements to the service, outside of the MCA project. If GOG/MOES will not undertake respective activities to ensure electrical supply availability on the school campus, that particular school will be excluded from the rehabilitation list.

In most cases, the existing electrical systems inside the schools will require complete replacement and extensions to service the upgraded and rehabilitated facilities. The Consultant will:

- Identify if the system is a mercury vapor electrical system and mitigate for and manage the relevant hazardous material risks.
- Develop cost estimates for the electrical distribution system extension as needed.
- Develop complete designs and cost estimates for a completely new electrical supply system inside the school including service panels, wiring, lighting, outlets, and other specialty needs by area.

Where electric supply system is not available, the Consultant shall evaluate alternative electric supply systems such as solar relative to efficiency, cost effectiveness and environmental performance.

2.3.4 Potable Water Supply Connection versus On-Site Tube wells and Storage

The schools selected have central water supplies, on site wells, or 'out of commission' water supplies as the site condition assessment indicates. For central water supplies, the Consultant will analyze the adequacy, in terms of quality and quantity, of the existing supply to meet the needs of the rehabilitated school. If necessary, a cost allocation may be added to site costs to improve the central supply if inadequate. For existing well systems, the Consultant will analyze the quantity and quality of the existing well, as well as the needs of the existing water supply infrastructure. A decision will be made if rehabilitation or replacement should be pursued.

For schools without existing water supply, the Consultant will investigate the installation of an on-site tube well. Where site conditions may make this difficult due to insufficient land, competing uses, or apparent lack of groundwater resources, the well could be located off the

school property. Potential design of wells off the school property will be discussed in advance with MOES, MCA-G and MCC. The Consultant will design and cost the entire new water supply system to the school. A complete chemical and biological testing of proposed groundwater quality will be included in construction bid documents once new wells are constructed.

If the installation of a new well on or near the school is not possible, the Consultant will investigate the possible use of on-site concrete cistern and supply through water hauling. Such a system could dictate a reduction of the use of water based systems in the schools and upgrading of latrine systems for wastewater instead of water-based toilets.

The Consultant shall complete design studies including such items as major pipe lengths and types, valves, metering system, etc. to provide sufficient pre-bid cost estimation; prepare general specifications for any pumping stations for water provide sufficient pre-bid cost information; and prepare general specifications for water tanks or reservoirs that may be required, to provide sufficient pre-bid cost.

The Consultant shall investigate water availability on each school campus and analyze how water resources are going to be used during the construction with special consideration if there is no central water supply or a potable well on site.

2.3.5 Wastewater Treatment and Disposal Systems

In some cases, the schools have connections to central wastewater collection systems but this is rare for rural schools. Where central connections are available, the Consultant will evaluate the adequacy of the existing sewerage connections to the main lines, in light of age and probable increased flows from the rehabilitated schools.

Where no existing central connection is available, the Consultant will design a completely new septic tank and drainage fields for the schools. In some cases, the schools may have existing septic tanks, but they are unlikely to be large enough and will not have a properly designed drainage field. If feasible, improvements may be made to the existing system. These septic tank systems should be located on school grounds where possible, taking into account required setback distances from school or other wells, and other features. If there is insufficient room on the school grounds to accommodate these systems, it may be necessary to obtain additional land to build the systems or only renovate existing latrines instead of having water-based toilet facilities. Any land acquisition will require approval by the MOES, MCA-G and MCC.

The Consultant shall complete design studies including such items as major pipe lengths and types, valves, metering systems, general specifications for any pumping stations, septic tanks and distribution fields, etc. to provide sufficient pre-bid cost estimates. The Consultant will prepare specifications for operation and maintenance including the cost, frequency and local capacity to repair and/or empty the septic tanks/systems.

2.3.6 External Recreation Facilities

The Consultant will investigate the existence and condition of any external recreation facilities at the schools and make recommendations for new or rehabilitated facilities. Based on discussions with the MCA-G, the Consultant shall then develop an appropriate level of design to be included in the final design plans and cost estimates. This cost estimate will be maintained separately until a final decision is made to include external recreation as part of the MCA Entity full rehab standard.

2.3.7 School Campus Heating Systems

Where necessary, the Consultant will investigate the installation of new or replaced central boilers to the school facilities, including necessary small structures to house the boiler and associated equipment. High efficiency heating units should be evaluated to reduce long-term operational costs for the schools, although capital costs could be higher. The Consultant shall evaluate systems relative to efficiency, cost effectiveness, feedstock resource availability and environmental performance.

2.3.8 Roofing Systems and Roof Drainage

The Consultant will evaluate the condition and existing materials used for the school roofing systems and drainage controls. New roofs will be designed to replace existing roofs, if the condition is found to be unacceptable. The new roofs will likely include either metallic roofs or torch-down rolled fabric roofs, as appropriate. The evaluation of the existing roofs will potentially involve removal of some existing asbestos roofing, as described in the hazardous materials section.

Roof drainage systems will be completely designed to control roof drainage away from the roofs and school buildings, with proper ground level connections to the surface drainage systems.

The Consultant should also assess the feasibility of rain water collection systems on campuses and the possibility of connecting them to the school water supply system; where appropriate, the Consultant will design these systems.

2.3.9 External Walls, Windows, Doors, Stairwells, Ramps and Foundations

The Consultant will evaluate the condition and existing materials used for the school external walls, windows, doors, stairwells, ramps and foundation systems. Replacement of these systems will be evaluated, unless already accomplished by ESIDA at the school where additional refurbishment may be required. However, significant structural problems with walls or foundation systems could eliminate the proposed school from the project, due to the need for significant additional engineering design requirements and costs.

The numbers of new windows and other replacement features will be tabulated from the ESIDA condition assessments and typical detailed construction drawings provided.

2.3.10 Solid Waste Management Systems

The Consultant will develop a solid waste collection system at the schools that could include some possible provisions for recycling. In addition, the Consultant will work with the school and community to develop a strategy for solid waste disposal for the community in an environmentally-safe and sustainable fashion. The Consultant will coordinate with the Ministry of Environment, as necessary, in following the newly proposed Waste Law.

2.3.11 Additional Site Constraints

The Consultant will analyze any other additional site risks to the school property including but not limited to:

- Flood risk zone or history
- Fire

- Seismic risk
- Rock or mud slides
- Wind risk
- Snow Load
- Children safety risks from adjacent roadway vehicular traffic, etc.

Based on the risks identified, the Consultant will ensure that the design and building materials used are appropriate to mitigate for these risks. The Consultant will also prepare disaster risk management guidelines for the schools (as specified under the requirements for the ESMF above) unless already available from ESIDA, including evacuation plans, information on emergency exits, guidance on posting emergency information, and other steps to ensure disaster preparedness.

2.3.12 School Interior Building Systems

Based on the condition assessment, the Consultant will prepare design recommendations for all interior building systems including:

- Internal Walls, Windows, Doors, Stairwells
- Interior Ceilings, Walls and Floors
- General Electrical Improvements
- Interior Heating System Needs
- Bathrooms and General Plumbing and Sewerage Improvements
- Computer Rooms/Laboratory Special Support Infrastructure Requirements
- Library Special Support Infrastructure Requirements
- Gymnasiums and Auditoriums, Special Support Infrastructure Requirements

2.3.13 Science Laboratories

Schools will contain science laboratories which may have special requirements on space, lighting, ventilation, power supply, water supply, gas, drainage, disposal and other systems. During development of designs any special requirements on the school systems must be clearly defined. This work will be carried out in coordination with the General Education (GE) Consultant, who will be helping develop the Improving General Education Quality Project under the proposed Compact. The consultant shall suggest the laboratories inventory and equipment treatment/handling methodology and activities during the construction works. The GE consultant will design a package of science laboratory furniture/equipment to be delivered in Compact rehabilitated schools. The package should meet the needs of the MES established curriculum as well as conform to international best practice in the delivery of secondary education science curriculum.

It is anticipated that the GE Consultant will provide Final Project Design Specifications by early October, 2013.

The GE consultant will design a package of science laboratory furniture/equipment to be delivered in Compact rehabilitated schools. The package should meet the needs of the MOES established curriculum as well as conform to international best practice in the delivery. It is anticipated that the GE Consultant will provide Final Project Design Specifications by early October, 2013.

Procurement for laboratory equipment will be handled separately from the civil works. Preparation of bidding documents for the laboratory equipment will be handled by a separate contractor/supplier and is not included in the Consultant's scope of work. The Consultant under this project will be responsible to ensure that the utility requirements for "lighting, ventilation, power supply, water supply, gas, drainage, disposal and other systems" are provided to the laboratories by the rehabilitation projects, but final laboratory layouts and utility connections are beyond the scope of this Consultant.

Equipment will be supplied and installed by another contractor/supplier following completion of civil works in each school. Construction supervision of this installation may be considered for the Consultant under this project under the proposed Option, depending upon timing and other factors.

The Consultant will prepare general guidelines on health and safety for the labs, including proper handling, use, storage and disposal of chemicals and other laboratory bi-products. These guidelines will be applicable to all schools participating in the project.

2.3.14 Framework for Development School Operations & Maintenance Manuals

MCC and MCA want to ensure that schools rehabilitated are properly maintained and adequate budget is provided by MoES for operations. Programmatic planning of O&M will be performed by another MCA consultant. To complement this overall programmatic planning for O&M, the Consultant will prepare a framework for a school O&M manual which will summarize technical requirements for all equipment included in the school rehabilitations, including repair and maintenance costs and availability of local capacity to operate and maintain the school systems. This manual will be particularly important for heating, water supply and wastewater systems and laboratory equipment.

The Consultant will provide an estimated annual O&M budget for each of the rehabilitated schools based on the design information. These school level O&M budgets will be important inputs to another MCA project to develop a national strategic O&M program for the Georgian schools (not part of this SOW). For purposes of the design consultant, the framework O&M Manual will be prepared and the requirements above should be included in any construction or equipment specifications. Actual school-level O&M manuals, which will be based on this framework, will be developed post-construction during the optional supervision phase.

2.4 PREPARE COMPLETE BID PACKAGES FOR GOG IMPLEMENTATION

2.4.1 Plans and Bid Packages

The Consultant will consult with the school and community officials to prepare a site plan for the existing school and property boundaries (from existing record, no new surveys), other existing structures and/or newly required features on the site plan (as outlined in the previous chapter). The Consultant shall prepare site plans at 1:200 scale, and at 1:500 scale for the affected area plans, with details at 1/50 and 1/20.

Based on the work program outlined in Section 2.3, the Consultant will prepare one set of design drawings for each site based on a single set of architectural drawings for all buildings, which will also include the proposed site specific designs.

These documents shall be used as a basis to establish the Bidding Documents for the works. The Consultant shall assist MCA-Entity and the Procurement Agent in the elaboration of documents pertaining to requests for proposals and shall also provide any other required information or documents. These documents shall contain references to the EMP, which shall be provided to the bidders. All plans, designs and documents that are provided must include one electronic copy in order to be reproduced.

The MCC Document “**Standard Bidding Documents: Procurement of Small Works**” covers all aspects of the administrative requirements and tasks. The Technical Specifications shall include lists and descriptions of work (pay) items to be executed.

The Consultant shall prepare Bills of Quantities (BOQ) based on the various items of work to be executed in accordance with the Drawings and the Technical Specifications. The items in the BOQ shall correspond to the work (pay) items specified in the Technical Specifications.

The Consultant shall develop a confidential Unit Price Analysis for each work item and a Confidential Cost Estimate, for each work item, work category, road section and contract package as a whole. Unit prices shall be classified into direct costs (labor, materials and equipment), indirect costs (mobilization, on-site and general overheads, contractor’s contingencies and profit) and taxes.

In preparing cost estimates the Consultant shall take into account restrictions on the use of Compact funds. This includes the procurement of equipment, supplies, personnel or other inputs from any country that is subject to sanction or restriction by United States law or policy.

2.4.2 Support During Bid Evaluation, Negotiations And Award Of Contracts (First Phase Schools)

ESIDA will take the lead in producing sets of design drawings and specifications for bidding purposes, based on a master set provided by the Consultant. The Consultant will also provide technical assistance during the bidding process to MCA, who will lead the process. However, ESIDA will provide input into the process including membership to the technical panel, and contribution to technical evaluation panel reports.

2.5 MONITORING AND EVALUATION INPUTS

2.5.1 Data reporting requirements

Monitoring and evaluation is a key component of all MCC Compacts, and measuring results and conducting evaluations is required for all activities funded by MCC. Each MCA program develops a Monitoring and Evaluation Plan that details a full set of monitoring indicators and evaluation studies covering all of its projects and activities. The M&E Plan for the second MCC Georgia Compact will be finalized by the time the compact enters into force (EIF). The monitoring indicators for the Improving General Education activity will be defined in the MCA-G M&E Plan and will be used along with a separate impact evaluation of the activity, to measure changes in learning outcomes and other well-being impacts of the activities beneficiaries.

The Consultant will be consulted during the development of the MCA-G M&E Plan to provide guidance on data sources, baseline values, and targets required for the monitoring indicators. To support this task the Consultant will be required to ensure collaboration between the Consultant and MCA-G/M&E. The Team Leader shall be required to attend a minimum of two

collaboration meetings with the above actors during the initial period of performance. These meetings should include updates on Section 2.5 tasks.

2.5.2 Collaborate with MCA and Evaluation Firm Regarding Implementation of Impact Evaluation

MCC and MCA have developed plans to employ a rigorous impact evaluation to assess the impact of school rehabilitations on school-level outcomes. The rigorous impact evaluation design utilizes a scoring system to rank schools by priority for rehabilitation, with schools scoring above a cutoff selected as the “treatment group” for the program, and schools below the cutoff being employed as a “comparison group.”

The impact evaluation design has been tailored to allow for each construction Phase to include the schools from a specific Region (Georgian territorial division) or group of Regions. The key constraint to this evaluation design is that the selected schools from a given Region are required to be constructed within the same construction Phase (i.e. not split across Phases). Further detail on the impact evaluation design will be provided to the Consultant upon contract signing.

Any construction schedules which do not fall inside this design will require specific authorization from all key members of the MCA-G and MCC core teams, as any deviation from this design has the potential to endanger the ability of an independent evaluation firm to assess the impact of the activity. An MCC-contracted independent evaluation firm (“Evaluator”) is anticipated to start in fall 2013 for this activity. The Consultant shall participate in regular communication with MCA-G/M&E and the Evaluator and, as necessary, provide information on any and all proposed changes to:

- The list of schools to be rehabilitated
- The division of schools into distinct construction phases (or seasons)
- The scheduled timeline of rehabilitation or any foreseeable delays to school rehabilitation activities
- The designed rehabilitation package for each school
- Data reporting timelines to be agreed with MCA-G

As appropriate, the Consultant will facilitate, as needed, the Evaluator’s access to local authorities and school officials when carrying out school-level and community-level surveys.

2.6 CONSTRUCTION SUPERVISION AND ENVIRONMENTAL OVERSIGHT, FIRST PHASE SCHOOLS

Based on several factors, the Consultant may be asked to perform construction supervision and environmental oversight on the First Phase schools. If and when funding is available and a decision is made to pursue this as an Option, the Consultant will be asked to develop a proposed work program and budget. Construction supervision services should not exceed approximately 6% of the value of the construction capital. For now, no cost estimates for supervision will be required from the Consultant.

Based on this scenario, the following is required of potential bidders in regard to this Option:

- The annexes contain a description of the types of services that will be needed during the CS period.
- The Consultant shall only provide a loaded labor rate for the personnel expected for construction supervision services. The personnel should include project management and on-site construction supervision/engineering staff.

- If a decision is made to exercise the CS option, negotiations will include the mix of expertise and the level-of-effort that is believed required for the CS services.

4. ONGOING COORDINATION WITH MCA-ENTITY

The Consultant is expected to work closely with MCA-Entity staff in all activities. Over the course of all activities, MCA-Entity will be responsible for all project interfaces with the appropriate GOG authorities (i.e., Ministry of Environment, Forensics Bureau, Expertise Bureau, etc), governmental and non-governmental organizations, and all requests for information, meetings, field permits, and other administrative needs from GOG pertaining to the project. The Consultant shall maintain the appropriate level of coordination (as required) with MCA-Entity on all aspects of the work program for its duration. MCA-Entity is the focal point and accountable entity for the entire proposed investment program and therefore should be briefed on the progress of the work effort in a consistent and frequent manner.

4.1 SERVICES AND FACILITIES TO BE PROVIDED BY THE CONSULTANT

The Consultant will perform the tasks under this contract in Georgia and using office facilities provided by ESIDA. These office facilities will include all utilities including internet access.

The Consultant shall be responsible for the provision of all necessary facilities inside ESIDA office space including vehicles, furniture, equipment, consumables, utilities and all other items during the study and design phase of the Project, and during the Defects Liabilities Period if the Construction Supervision option is exercised. This also includes all support staff and home office back-up staff during all phases of the Project.

If the Option for Construction Supervision is pursued, then the Consultant will be responsible for the provision and operation of its own office equipment and surveying equipment and all associated expenses during the potential construction supervision period.

4.2 SERVICES AND FACILITIES TO BE PROVIDED BY MCA-ENTITY

MCA-Entity will make available to the Consultant all existing reports and will assist the Consultant to obtain entry and exit visits, etc. (if applicable), any permits required for the Consultant's staff to carry out their duties within the country, and residency permits for the expatriate staff of the Consultant and accompanying dependents.

5 DELIVERABLES, STAFFING AND PAYMENT

5.1 PERIOD OF PERFORMANCE, BASE AND OPTION PERIODS

The estimated commencement date of the Base Period is July 2013. The Base Period is estimated to last six months through design, with 2-3 months of limited assistance to MCA Entity during construction bidding.

5.2 SUMMARY OF DELIVERABLES AND PAYMENT

Deliverable documents shall be as specified for each task. Support material and documentation to be used by the consultant will be provided in English. Deliverables will be considered "draft" upon initial receipt, unless otherwise indicated. Drafts will be reviewed and accepted or concerns raised/comments provided within two weeks of receipt. The Consultant shall appropriately address the MCA/MCC concerns and provide final deliverables within one week of receiving the

consolidated comments. All deliverables shall be in **English and Georgian**, using metric units, and prepared in AutoCAD for the designs, Microsoft Word for the Reports and Specifications, and Microsoft Excel for the Cost Estimates. Both hard copies (5 sets, with the drawings on A1 size sheets) and soft copies (2 sets on CDs) shall be provided.

In addition, the Consultant shall submit all backup Excel spreadsheets and computer based analytical models, including models that are developed using specialized software applications. All Excel spreadsheets should contain the detailed calculations used, with all detailed assumptions and supporting data and or sources for the data calculations. As part of the Final Design Report, the Consultant shall provide MCA-G information on the specific rehabilitation package to be applied in each school facility in database format.

Base Period	Delivery Date (Months from Effective Date of Contract)	Lump sum payment % of contract amount (Upon acceptance of respective deliverable)
➤ Inception Report- (Section 5.3.1) (including organizational development plan)	➤ 1 month	10%
➤ Condition Assessments- Review MCA-G - ESIDA condition assessment checklists, update checklists and perform additional technical and environmental analyses as required (Section 2.1)	➤ 3 months	8%
➤ Preliminary submission of draft Bid packages for three (3) schools defined under Sections 2.3, 2.4 for MCC/MCA-G review	➤ 3 months	10%
➤ Environmental, Gender and Social Studies (Section 2.2, and Table under Section 2 on Activities and Outputs) a) Environmental Social Management Framework (ESMF) b) Environmental Social Management Plan (ESMP) c) Environmental and Social Risk Screening Tool d) Waste Management Plans e) Occupational, Health and Safety guidelines and a corresponding checklist f) Sustainable Schools Guidebook g) Review EMIS data provided by ESIDA/EMIS on school enrollments by gender, and social vulnerability for all schools in the project	a) 4 months b) 4 months c) 4 months d) 4 months e) 4 months f) 4 months g) 4 months	20%

Base Period	Delivery Date (Months from Effective Date of Contract)	Lump sum payment % of contract amount (Upon acceptance of respective deliverable)
<p>➤ Plans, specifications and estimates/BOQ, Implementation Plan (Sections 2.3, 2.4)</p> <p>a) Design Criteria Report b) Draft Design Documents c) Final Submission including Final Design Documents, Implementation timeline per school and final Submission of Bid Packages</p>	<p>a) 4 months b) 5 months c) 6 months</p>	<p>a) 10% b) 12% c) 20%</p>
<p>➤ Support during bid evaluation, negotiations and all award of contracts (First Phase schools) (Section 2.4.2)</p>	<p>➤ 7-9 months</p>	<p>10%</p>

Schedule for Construction Supervision will be negotiated at time of negotiations, if this Option is exercised.

5.3 OTHER REPORTS AND DELIVERABLES

The Consultant shall prepare and submit to the Client the following reports and documents, in English and Georgian, and in a format approved or prescribed by the Client. In addition to the regular reporting described below, the Consultant is also required to report priority activities and incidents as they occur. Four hard copies of each of the listed reports and an electronic copy are to be sent to the Client. All reports and documents relevant to the services, including maps, field survey notes, computer programs, shall become the property of MCA-Entity.

5.3.1 Design Phase Inception Report

The Inception Report shall contain the overall consolidated approach to be taken to complete all the component tasks of the assignment. This report shall contain the Consultant's state of mobilization, proposed methodology for carrying out the design studies including quality, progress and cost control. A detailed work program in MS Project showing deliverable schedules and manning schedule of staffing inputs shall be included. The required review processes and times must be included.

5.3.2 Monthly Reports

The Consultant shall prepare consolidated Monthly Progress Reports. The reports shall provide a brief but comprehensive end-of-month progress assessment for all tasks, as well as any required updates to the work program. The Consultant shall work with MCA-G to define the outline of the Monthly Reports, which will likely contain the following:

- Objectives stated in the previous monthly report and updates to their relative completion and/or reasons for non-completion;
- Summary of tasks performed by the Consultant during the preceding month;
- Summary of principal issues and outcomes;
- Work plan update that compares actual completion of tasks and milestones against baseline work plan submitted in the Design Phase Inception Report;

- Activities planned for the following month;
- M&E reporting requirements, when applicable; and
- Supporting documentation.

Monthly Progress Reports shall be submitted within the first week of the succeeding month.

5.3.3 Special Reports

In addition to the above reports, the Consultant will prepare and submit to MCA-Entity other reports as necessary. Annex 6.6 on Construction Supervision tasks, contains additional reporting requirements if the Construction Supervision Option is exercised.

5.4 QUALIFICATIONS OF CONSULTANT

The Deputy Team Leader is a full-time commitment while the other staff may involve intermittent commitments, with the Team Leader in country more than the other specialists. The Consultant is expected to assemble a team with in-depth technical, local and regional knowledge as well as necessary support inputs to allow these experts to complete the assignment. The mix of senior and mid-level specialists should include adequate Georgian language capability and in-depth knowledge of the Georgia context as well as the necessary technical capability to complete all aspects of the work.

The Consultant shall develop its proposed team and perform its tasks in accordance with the roles and responsibilities of relevant parties as described in Annex 6.5.

The qualifications of the key personnel identified below must be submitted for review by MCA-G. Key personnel cannot be replaced without approval of MCA-G. It is expected that the following categories of professionals would be needed:

SENIOR SPECIALISTS

Team Leader/Project Manager (key personnel)

The Team Leader will be responsible for overall management, planning and oversight of the project and quality assurance of all design and other deliverables. As such, the Team Leader should be an experienced engineer/architect with at least 15 years of experience at a senior level in the fields of facility and infrastructure planning and design, including project management. The proposed Team Leader should be able to demonstrate a breadth of relevant technical design experience, including experience in "learning space design" (i.e. designing constructions/rehabilitations which support effective teaching, learning, and school management). This person should possess in-depth understanding and skills with respect to designing school space that is conducive to teaching/learning effectiveness, able to resolve key design tradeoffs by advocating the most cost-effective method for linking each school's rehabilitation to improved school management, teaching, and student learning outcomes. The Team Leader should have significant experience leading and coordinating the activities of a multi-disciplinary international technical team, be able to pull together and integrate technical inputs from the team into a coherent high-quality product, possess the skills to forge constructive dialogue and relationships with governmental and non-governmental organizations, and have proven success in problem solving. The Team Leader will also be required to serve as the M&E point of contact for the Consultant. The Team Leader should have a minimum of a master's degree in the relevant field and be fluent in English. Experience in similar projects in developing

countries is essential and experience in the region is highly desirable. Knowledge of the Georgian language would be considered a plus.

Structural Engineer (key personnel)

The Structural Engineer will be a professionally qualified structural engineer with at least 10 years of relevant experience in the planning and assessment of major infrastructure systems. The Structural Engineer must have a minimum of a BS degree in civil engineering from a recognized academic institution and professional knowledge of the structural engineering codes or standards that are currently used in Georgia.

Electrical Engineer (key personnel)

The Electrical Engineer will be a professionally qualified electrical engineer with at least 10 years of relevant experience in the planning of major electrical infrastructure systems. The Electrical Engineer must have a minimum of a BS degree in electrical engineering from a recognized academic institution and professional knowledge of the electrical distribution output norms of power in Georgia.

Heating and Ventilation System Engineer (key personnel)

The Heating and Ventilation System Engineer will be a professionally qualified HVAC engineer with at least 10 years of relevant experience in the planning of major heating infrastructure systems. The Heating and Ventilation System Engineer must have a minimum of a BS degree in engineering from a recognized academic institution and experience with large centralized boiler systems using new high efficiency boilers, considering the standards in Georgia.

Water Resources/Supply Engineer

The Water Resources/Supply Engineer will be a professionally qualified water resources engineer with at least 10 years of relevant experience in the planning and design of major drainage and potable water supply systems. The professional experience should include: analysis of the impacts of drainage on receiving water quality and compliance with regulatory legislation; the use of computer modeling techniques to determine optimal solutions to drainage and water supply problems. A minimum of a BS degree in civil engineering from a recognized academic institution is required.

Wastewater Engineer (key personnel)

The Wastewater Engineer will be a professionally qualified civil or sanitary/environmental engineer with at least 10 years of relevant experience in the planning and design of major wastewater collection and treatment systems. A minimum of a BS degree in civil engineering from a recognized academic institution is required and significant experience in the process design of domestic wastewater treatment systems.

Civil/Construction Design Engineer(s)

The Civil/Construction Design Engineer should be a professionally qualified civil engineer with at least 10 years of post-qualification construction experience in the region. A minimum of a BS degree in civil engineering from a recognized academic institution is required. Professional experience should include at least 5 years of previous project management with demonstrated success in project planning, coordination, quality assurance and successful project delivery to time and budget. Project experience should include drainage and grading, utility construction and access road construction.

Environmental Specialist/EA Component Leader (key personnel)

The Environmental Specialist should be an environmental professional, such as environmental engineer or environmental planner, with at least 10 years of professional experience. A minimum of a BS degree in an

environmental field from a recognized academic institution and the professional experience should include significant experience in the formulation and approval of environmental and social safeguard documentation, particularly using the 2012 IFC Performance Standards and Georgian environmental standards, for similar types of infrastructure projects. The specialist should have experience in managing stakeholder engagement and consultation processes. The specialist should have experience following international health and safety guidelines and adapting these guidelines to similar projects. The specialist must have experience leading multi-disciplinary environment, social, and stakeholder engagement teams.

Social Impacts and Gender Specialist

The Social Impacts and Gender Specialist should be a graduate Sociologist or Social Scientist with 10 years of experience in all aspects of socio-economic analysis, including analysis of social issues for large and complex infrastructure projects, experience with social and gender development plans, and experience in similar geographic conditions. Gender assessment expertise is essential and the candidate will be responsible for analyzing issues that may particularly affect women or vulnerable groups. Georgian and English skills are critical.

MID-LEVEL SPECIALISTS

Deputy Team Leader (key personnel)

The Deputy Team Leader should be a highly experienced Civil/Construction Engineer or Construction Management Specialist, with experience at both strategic and details levels, and have particular experience in the planning and management of vertical infrastructure and facilities, and in the preparation of designs and reports for communicating with the public. This position requires a minimum of a BS degree in engineering or Construction Management from a recognized academic institution and at least 10 years of senior management experience in municipal systems. Georgian and English language skills are critical.

Civil/Construction Design Engineer

The Civil/Construction Design Engineer have a minimum BS degree in civil engineering from a recognized academic institution and with at least 5 years of construction experience. The background should demonstrate success in project planning, coordination, quality assurance and successful project delivery to time and budget. Project experience should include drainage and grading, utility and building construction and road construction.

CADD Specialist

The CADD Specialist should be experienced in the implementation of Computer Aided Drawing and Design (CADD), map digitization and GIS systems for engineering and utility applications, with at least 5 years of experience in computer applications and training.

Contracts Engineer/Quantity Surveyor/Cost Estimator

The Contracts Engineer/Quantity Surveyor will hold a degree in engineering or a relevant equivalent with the requisite professional qualification, and have 10 years of experience in similar projects. He/she will report to the Resident Engineer and will advise him/her on all contractual issues. He/she will also be responsible for work measurement, cost monitoring and preparation of certificates for interim and final payments on projects.

Specification Specialist

The Specification Specialist has a BS degree or equivalent in civil engineering or another relevant field, 10 years of experience in preparation of technical specifications and bid documents for building projects of a similar nature, and in construction procurement, including experience in similar geographic conditions.

Environmental Specialist

The Environmental Specialist should be an environmental professional, such as an environmental engineer or environmental planner, with at least 5 years of professional experience. A minimum of a BS degree in a relevant discipline is required and professional experience should include significant experience in the formulation and approval of environmental safeguard documentation, with a preference for experience using the IFC Performance Standards and Georgian environmental standards. The specialist should have experience following international health and safety guidelines for similar projects. Knowledge of Georgian is essential.

Stakeholder Engagement/Education Specialist

The Public Involvement Specialist should be either a Professional Education Policy or Administration specialist; or any individual with a relevant BS/BA or MS/MA level degree (education, law, sociologist, etc.) with at least 10 years of professional experience in working with multiple stakeholders, including local government and elected officials on educational matters, and in conducting community consultations and stakeholder engagement, especially for education and infrastructure projects.

Optional Construction Management Services***Resident Engineers/Construction Supervisors***

The Construction Supervisors will be highly qualified engineers or engineering technicians, with 5 years of experience in all aspects of building and infrastructure design and construction, with an emphasis on buildings and site infrastructure including rehabilitation of similar facilities. They will be responsible for the day-to-day construction supervision aspects of all building sites.

5.5 EXPECTED STAFFING INPUTS – BASE PERIOD AND OPTIONS

The expected staff inputs are shown in the following chart:

	Base Period person months
SENIOR SPECIALISTS	12
MID-LEVEL SPECIALISTS	26

6 ANNEXES:

Following this SOW, there are a series of Annexes that provide further background information to the project. These annexes are described in the following table:

Annex	Title	Description
6.1	Phase 1 project schools data summary	List of Phase 1 schools and available data on schools
6.2	MCC ESMF template	MCC template for production of the Environmental and Social Framework required by the project
6.3	MCC guidance for ACM management and preparation of hazardous materials management plans	MCC guidance on the production of materials containing asbestos, lead, and other hazardous material management plans
6.4	Summary of USAID school project	Construction specifications used in recent USAID school rehabilitation project
6.5	609(g) Agreement between MCA-G and MOES for use during design studies in 2013	Shows relative roles and responsibilities of MCA-G, ESIDA and 609(g) Consultant
6.6	Construction Supervision	Outline of potential future construction supervision tasks, if Option 1 is exercised
6.7	Additional Requirements for Final Design Report	Description of specific requirements for MCA-G acceptance of Final Design Report (in addition to those mentioned elsewhere)

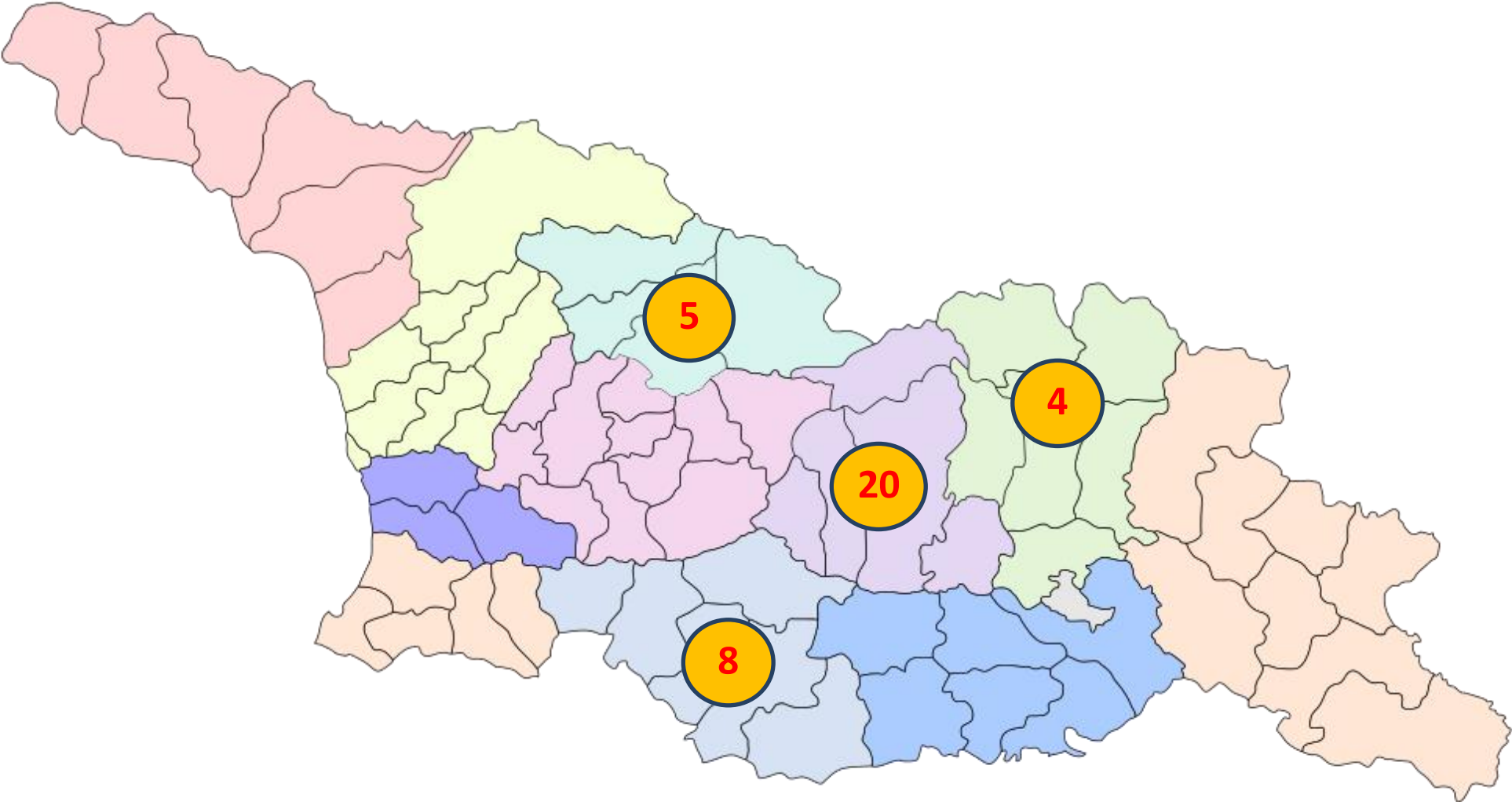
6.1 PHASE 1 PROJECT SCHOOLS DATA SUMMARY

Among 150 Eligible Schools, the following schools already have detailed conditions assessments performed jointly by MCA-G and ESIDA:

Summary of Some Infrastructural Information on Phase I Schools								
Region	district_emis	schoolname	school_geography	School Property area	tot_sqm of buildings to be rehabilitated	Building capacity, # of students built for	total number of students	Previous rehabilitation
Mtskheta-Mtianeti	Tianeti	Tianeti Public School #1	mountain	14637.00	2131.00	620	315	Partial
Mtskheta-Mtianeti	Mtskheta	Dzegvi Public School	village	10000.00	1285.00	320	298	Partial
Mtskheta-Mtianeti	Dusheti	Jinvali Public School	village	10000.00	3085.00	960	449	Partial
Mtskheta-Mtianeti	Mtskheta	Nichbisi Public School	village	13000.00	1221.00	300	199	Minor
Racha-Lechkhumi	Tsageri	Tsageri Public School	mountain	11414.00	2104.00	500	262	Partial
Racha-Lechkhumi	Oni	Oni-Svimon Skhirtladze Public School	mountain	9865.00	4743.60	600	429	Partial
Racha-Lechkhumi	Tsageri	Kveda Tsageri Public School	mountain	4820.00	1043.00	200	101	Minor
Racha-Lechkhumi	Tsageri	Orbeli Public School	mountain	2149.00	1300.00	200	102	No rehab
Racha-Lechkhumi	Lentekhi	Kheledi Public School	mountain	9000.00	1001.00	280	75	Minor
Samtskhe-Javakheti	Adigeni	Adigeni Public School	mountain	10128.00	2604.00	250	221	Partial
Samtskhe-Javakheti	Akhalsikhe	Akhalsikhe Public School #1	city	8575.00	4710.00	1200	984	Partial
Samtskhe-Javakheti	Akhalqalaqi	Kartsakhi, Serophe Bengoyan-Levonyan "Jivani" Public School	mountain	3185.00	1087.00	280	122	Minor
Samtskhe-Javakheti	Akhalqalaqi	Ikhtili Public School	mountain	10000.00	750.00	300	162	No rehab
Samtskhe-Javakheti	Akhalqalaqi	Kumurdo Public School	mountain	3127.00	394.00	150	332	No rehab
Samtskhe-Javakheti	Akhalqalaqi	Kartikami Public School	mountain	21115.00	3550.00	432	316	Minor
Samtskhe-Javakheti	Ninotsminda	Gandza Public School #1	mountain	9000.00	1449.00	180	219	No rehab
Samtskhe-Javakheti	Borjomi	Bakuriani Public School	mountain	5725.00	2071.00	300	252	Minor

Section 5: Contract Forms

Shida Qartli	Gori	Plavi Public School	village	9069.00	2217.00	379	194	No rehab
Shida Qartli	Kaspi	Akhalkalaki Public School	village	13197.00	3632.10	450	264	No rehab
Shida Qartli	Kaspi	Kaspi Public School #1	city	4060.00	1903.00	450	529	Partial
Shida Qartli	Gori	Gori Public School #5	city	18879.00	4373.60	740	714	Partial
Shida Qartli	Gori	Karaleti Public School #2	village	1816.00	1016.13	200	324	Partial
Shida Qartli	Gori	Kveshi Public School	village	17868.00	1742.00	350	198	No rehab
Shida Qartli	Gori	Skra public School	village	10747.00	1987.00	350	212	Minor
Shida Qartli	Gori	Zerti Public School	village	36835.00	3730.00	784	379	Minor
Shida Qartli	Qareli	Ptsa Public School	village	7987.00	1189.00	240	185	Minor
Shida Qartli	Kaspi	Okami Public School	village	17435.00	2498.00	400	323	Minor
Shida Qartli	Qareli	Ruisi Public School #1	village	7987.00	1614.00	450	203	Partial
Shida Qartli	Kaspi	Zemo Khandaki Public school	village	20504.00	2507.00	464	194	No rehab
Shida Qartli	Kaspi	Kvemo Chala Public School	village	23200.00	1830.00	600	191	No rehab
Shida Qartli	Gori	Kitsnisi Public School	village	23208.00	2552.00	312	224	Minor
Shida Qartli	Gori	Tiniskhidi Public School	village	10270.00	1325.00	254	192	Minor
Shida Qartli	Gori	Tkviavi Public School	village	20108.00	3520.00	600	437	Minor
Shida Qartli	Gori	Pkhvenisi Public School	village	13030.00	1275.00	200	167	Partial
Shida Qartli	Qareli	Bebnisi Public School	village	10343.00	2010.00	300	176	Minor
Shida Qartli	Gori	Sakasheti Public School	village	16540.00	2223.80	300	175	Partial
Shida Qartli	Gori	Khidistavi Public School	village	14831.00	2067.80	600	368	Partial



6.2 MCC ESMF TEMPLATE

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Acronyms & Abbreviations

Executive Summary

1.0 Introduction

- 1.1 Background - Provide a succinct summary of the school rehab Program
- 1.2 Proposed Program Administration and Management Strategy – describe the roles of the proposed MCA and other stakeholders.
- 1.3 Objectives of the ESMF – discuss the purpose and need for the ESMF, and explain how the ESMF will meet MCC ESP requirements (MCC Environmental Guidelines, Gender Policy, IFC Performance Standards).
- 1.7 Institutional Arrangements of Users of the ESMF – discuss how all the Georgia school stakeholders will use the ESMF, including who will execute and manage the ESMF and how it will be carried out; describe the institutional coordination mechanisms.
- 1.9 Approach and Methodology in the Preparation of the ESMF – describe the methodology used for the development of each aspect of the ESMF. Provide full bibliographical information.

2.0 ESMF Policies

- 2.1 ESMF Policy – describe the fundamental policy that the subscribers and users of the ESMF will adhere to. At a minimum, this would include a commitment to comply with all applicable environmental and social national legislation, regulations, and standards; MCC Environmental Guidelines and Gender Policy; applicable IFC performance standards; and a commitment to continuously improve the ESMF and the performance of the ESMF stakeholders.

- 2.2 Identification of risks by relevant IFC Performance Standard (see Section 2.2 of these ToRs for more details about the content of the following sections)

Performance Standard 1: 2.2 Relevant safeguard policies

- Environmental Assessment – Briefly describe all applicable environmental and social national legislation, regulations, and standards; MCC Environmental Guidelines and Gender Policy;
- Performance Standard 2: Labor and Working Conditions
- Performance Standard 3: Resource Efficiency and Pollution Prevention
- Performance Standard 4: Community Health, Safety and Security
- Performance Standard 5: Land Acquisition and Involuntary Resettlement – Briefly describe MCC requirements, including WB OP 4.12 resettlement Policy;
[Note resettlement is unlikely in Georgia School project]
- Performance Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources
- Performance Standard 8: Cultural Heritage

3.0 Environmental and Social Management Procedures

- 3.1 Rapid Environmental Assessment Checklist to Conduct Initial Site Screening of Environmental and Social Risks
- 3.3 Process and Results of Due Diligence

3.4 Development of the Environmental and Social Management Plan (ESMP) (See Section 2.2 for more details about the content to be included here)

4.0 Environmental and Social Monitoring and Reporting

- 4.1 Describe the Institutional Arrangement for Environmental and Social Monitoring, including the school internal monitoring program
- 4.2 Monitoring Indicators
- 4.3 Process for Dealing with Complaints and Grievances

5.0 Public Consultation Procedures

- 5.1 Describe an effective and efficient public consultation process for the ESMF. Consultation shall:
 - Be based on regular and systematic information about the schools and the rehabilitation program;
 - Be culturally and linguistically appropriate;
 - Be gender-sensitive;
 - Identify and document all potential stakeholders and ensure that these groups are informed about the consultation process and have an opportunity to participate;
 - Provide feedback on how the comments are taken into account in Project design and implementation.
- 5.2 Describe a process for documenting and reporting [to various stakeholders] the ongoing outcomes of public consultation and disclosures.

6.0 Capacity Building for Environmental and Social Management

- 6.1 Identify the Structure of the ESMF team:
 - Develop an indicative organizational chart for the ESMF Team in relation to MCA and Facility Management
 - Prepare an initial budget, and identify appropriate resources
- 6.2 Institutional Capacity Building Assessment – Carry out a needs assessment for each of the major stakeholders involved in the School rehabilitation project
- 6.3 Describe a capacity building program to address the needs identified above, including cost and schedules. Provide an indicative TOR for carrying out the CB program.

7.0 Conclusions and Recommendations

In addition to a summary of conclusions reached during the development of the ESMF, this section may include detailed recommendations for further environmental and social work required for the proper implementation of the ESMF in addition to the ESMP.

ESMF Annexes

Annex A: Example of Environmental and Social Management Checklist and Monitoring Plan

Annex B: Example of Initial Environmental and Social Site Screening Form

Annex C: Environmental Guidelines and Contract Clauses for Contractors Undertaking Construction Work in the School rehabilitation project

Annex D: Outline of ESMP requirements

Annex E: Detailed Documentation of Public consultation process in the development of the ESMF.

6.3 MCC GUIDANCE FOR ACM MANAGEMENT AND PREPARATION OF HAZARDOUS MATERIALS MANAGEMENT PLANS

The Millennium Challenge Corporation (MCC) and its partner countries are committed to incorporating principles of sustainable design and energy efficiency into all projects. Sustainable projects seek to locate, design, construct and operate projects to reduce negative impact on the environment and the consumption of natural resources. Sustainable design improves project performance and improves the balance between society, industry and the environment. The result is an optimal balance of cost, environmental, societal and human benefits while meeting the mission and function of the intended facility or infrastructure. Paramount to sustainability is ensuring that actions are protective of human health and the environment.

Asbestos and ACM have been used in a wide range applications that can be encountered in MCA-G projects. Asbestos may be encountered in the following non-inclusive list:

- Tiles (floor, ceiling);
- Insulation (water, steam and heating system tanks and pipe and ceiling);
- Fire retardant asbestos coatings (as asbestos and asbestos woven cloth);
- Transite panels and roofing;
- Mastic adhesive
- Down water pipes and guttering; and
- Electrical switch gear.

Asbestos can be encased in a variety of materials such as concrete, tape, mastic, cloth. Potential asbestos containing material must be visually identified and sampled to determine the presence of asbestos. Asbestos can only be determined through laboratory analysis. Visual on-site determinations are not acceptable in identifying asbestos. If adequate laboratory analyses for asbestos determination are not performed, all potential sources of ACM must be treated as ACM in the control program.

For remediation of schools that have identified potential ACM or lead, the Consultant will prepare a Hazardous Waste Management Plan (HWMP) to include removal, handling and wrapping of the contaminated building systems using proper personal protective equipment (PPE) and training requirements, per MCC Guidelines. The HWMP will cover the safe handling, transport and disposal of the non-friable ACM and LBP contaminated building materials. These contaminated building materials are relatively stable and the risk to the public and environment is not serious as long as the materials are not reused by the public. In past school renovations projects by USAID and others, the public has wanted to reuse some of the removed building materials and this must be prevented at all costs under the HWMP. Final disposal locations must be identified in existing solid waste disposal sites where the contaminated building materials can be buried under a minimum of 1-meter of compacted soil to prevent any attempts at scavenging.

Table of Contents for MCC Hazardous Materials Guidance
(Full guidance is available upon request)

MCC Requirements for Management, Abatement and Disposal
of Hazardous Wastes

Contents

- 1 Background
- 2 Identification of Asbestos and Potentially Asbestos Containing Material
 - 2.1 Potential ACM Locations
 - 2.2 Survey and Screening for PACM
- 3 Health and Safety
 - 3.1 Qualification
 - 3.2 Training Course Requirements
 - 3.3 Duties of workers or other persons who may be exposed
- 4 Abatement of Friable ACM
 - 4.1 Project Site Isolation in Cases of Friable ACM
 - 4.2 Equipment
 - 4.3 Personal Protective Equipment
 - 4.4 Requirements Check List
- 5 Abatement of Non-friable ACM
 - 5.1 General procedures
 - 5.2 Work Place Isolation
 - 5.3 Work Procedures
 - 5.4 Collection and Management of Generated Hazardous Wastes Including ACM
 - 5.5 Security and Temporary Storage on Site
- 6 Packaging, Centralized Interim Storage, Transportation and Disposal of ACM
 - 6.1 Security
 - 6.2 General Packaging and Labeling
 - 6.2.1 Disposal Packaging
 - 6.2.2 Large Debris
 - 6.2.3 Small Debris
 - 6.2.4 Containers
 - 6.2.5 Labeling
 - 6.2.6 Label Marking
 - 6.3 Non-Friable ACM
- 7 Lead-based Paint Abatement, Remediation and Disposal Guidelines
 - 7.1 Introduction
 - 7.2 General Lead Paint Removal Guidelines and Scope of Work
 - 7.2.1 Introduction
 - 7.2.2 Protective Clothing and Equipment
 - 7.2.3 Heavy Metal Hazard Communication Training
 - 7.2.4 Disposal
- 8 Polychlorinated Biphenyls (PCBs) Abatement, Remediation and Disposal Guidelines
 - 8.1 Potential PCB Applications

- 8.2 General PCB Guidelines and Scope of Work
 - 8.2.1 Introduction
 - 8.2.2 Background on PCBs
 - 8.2.3 Training and Protection of Workers from PCBs
 - 8.2.4 Site Assessment: Identification of PCB-Contaminated Material (PCM)
- 8.3 Abatement of PCBs
 - 8.3.1 Decommissioning and Removal of PCB-containing equipment
 - 8.3.2 Handling, Pretreatment and Temporary Storage of PCB-Contaminated Material
 - 8.3.3 Handling and Stockpiling of PCB-Contaminated Soil
 - 8.3.4 Precautions Against Leaks Or Spills
- 9 Small Quantities of Mercury Abatement, Remediation and Disposal Guidelines
 - 9.1 Potential Mercury Applications
 - 9.2 General Mercury Guidelines and Scope of Work
 - 9.2.1 Electrical Safety
 - 9.2.2 Integrated Ballast Overheat Safety
 - 9.2.3 PCBs in Mercury Lighting Fixtures
 - 9.2.4 Fluorescent Light Breakage Safety
 - 9.2.5 Fluorescent Lamp Mercury Safety
 - 9.2.6 Guidelines for Handling Broken Mercury Containing Light Fixtures
 - 9.3 Disposal
- 10 Transport of Hazardous Waste
 - 10.1 Transport Requirements
 - 10.2 Transporter Responsibility
- 11 Interim Storage Sites
- 12 Final Hazardous Waste Disposal Site
 - 12.1 Final Disposal by Encapsulation and Burial
 - 12.2 Management of Improperly Disposed of ACM
- 13 Responsibilities

ANNEX 1 : ASBESTOS SPILL RESPONSE PLAN

ANNEX 2 : TYPICAL PREPARATION OF AN ENCLOSED AREA PRIOR TO ASBESTOS ABATEMENT.

ANNEX 3 : TYPICAL TOOLBOX TALK SUBJECTS TO BE COVERED

6.4 SUMMARY OF USAID SCHOOL PROJECT

USAID Rehabilitation Guideline

No	Name of work	Description of works and Specification of Main Materials
1	Pitched Roof	
1.1	Dismantling of the roofing tiles	During the removal of asbestos-cement tiles, laborers must be equipped with proper clothing, filtration respirator P2, goggles, gloves, and with hard hats.
1.2	Utilization and Transportation of the asbestos-cement roofing tiles	Immediately, after the removing, asbestos-cement tiles must be packed in 0.22 mkr polyethylene packages. The remains of packed tiles should be loaded and unloaded just by hand. Transportation must be done with only covered trucks. Priming for a hole should be cut on a place which was selected beforehand for utilization. Sizes of hole depend on volume of asbestos, but the distance between residues and earth surface must be at least 1.00 m. Polyethylene must be buried in the hole. The used respirators must be buried with the remains of asbestos' tiles. After filling the hole, this area must be marked with the flags in corners.
1.3	Rehabilitation of the wooden roof construction	Replace just only damaged part of wooden structures. In the case of changing roof rafters, its sizes must be minimally corresponding to the existent rafters. Underlayment must be installed using wooden planks (thickness 30-50mm and width 100 mm). Sizes of planks certainly depend on the existing planks. Distance for planks must be maximum 350 mm. Wooden material must be coniferous and the coefficient of humidity should be at most 20%. Wood knot mustn't be more than 7% of total volume.
1.4	Arranging of the roof with corrugated zinc-covered sheet metal	The roof must be covered with 0.55mm corrugated zinc-covered sheet metal. Crimping must be at least 140g per sq. m. Horizontal overlapping of sheet metal tiles must be at least 140 mm. and as for a vertical overlapping it should be one wave. The ridges must be covered with 0.55mm zinc-covered sheet metal. Width of the ridges must be at least 50 cm. For fastening of roof and ridges must be used 80-100mm tapping screws.
1.5	Rehabilitation and Installation of the dormer	The dormer must be covered with 0.55mm zinc-covered sheet metal. If needed wooden door will be installed on the dormer and it'll be covered with sheet metal.
1.6	Rehabilitation and installation of the chimney	The chimney must be covered with 0.55mm zinc-covered sheet metal. If needed, chimneys must be rehabilitated (built and/or plastered). Yellow sand, Ordinary Portland Cement (OPC) M-400 and ordinary red bricks should be used for rehabilitation.
1.7	Installation of the rain water system	The gutters and the downspouts, also other elements of water system (downspout elbow, downspout offset, gutter head leader etc.) must be made by 0.55mm zinc-covered sheet metal. Diameter of gutters and downspout must be 100mm. Rain water system's elements must be fastened with special metal fasteners. Distance between fasteners of gutters must be at most 40 cm, and distance between fasteners of downspouts must be at most 100 cm.
1.8	Installation of the heat insulation	On loft's floor heat insulation must be installed (2 layer of mineral wool, each layer's thickness 50mm), with 100mm thickness. Mineral wool must be covered with polyethylene packages.
2	External Walls	
2.1	Dismantling of existing damaged plaster from the ceiling	Existing plaster should be dismantled.
2.2	Plastering the wall with cement and sand solution with making scaffold	For plastering the walls and reveals Ordinary Portland Cement (OPC) M-400 and sand solution should be used. Grade of solution should be M-50. In case of need, should be made scaffold.
2.3	Preparing and painting the walls with waterproofing paint /if needed - with making scaffold/	Walls should be primed totally with sandpaper, they should be grounded and painted with waterproofing paint at least in 2 layers to make relief surface. In case of need the scaffold should be made.
2.4	Arranging the sidewalk with the drain around the building	Around the building should be arranged concrete sidewalk with drain. Grade of concrete should be M200, and for it must be used yellow sand, Ordinary Portland Cement (OPC) M-400.

3	Ceiling	
3.1	Arranging the gypsum board on the Ceiling	The gypsum-board on the Ceiling must be installed using metal frame. Gypsum-board's thickness must be 12.5mm. For fastening the metal frame on wall there must be used 6-8mm diameter holes, with 3580 mm length non-corrosive tapping screws. Also, for fastening of gypsum board on frame there must be used non-corrosive tapping screws. Distance between screws must be at most 30 cm. Distance between metal frame's elements must be at most 40 cm.
3.2	Installation the Mineral Fiber ceiling tiles on the Ceiling	The so called "Armstrong" tiles must be installed on metal frame. Tiles must be textured, fireproof, and light colored, with 8 mm thickness.
3.3	Installation of the plastic ceiling	The plastic ceiling must be installed on metal frame. Distance between metal frame's elements must be at most 40 cm.
3.4 (5)	Preparing and painting the ceiling	Ceiling and/or gypsum board tiles should be primed totally, armored belt should be stuck on the place of the joint then it should be treated with sandpaper, grounded and painted with water emulsion paint for facade at least in 2 layers.
4	Internal Walls	
4.1(2)	Dismantling of existing plaster or paint from the wall	To get wall's surface normal it will be better to remove existing plaster. In some cases, when existing plaster is good, removing existing paint is enough.
4.3	Arranging the partitions	For arranging the partitions there must be used yellow sand, Ordinary Portland Cement (OPC) M-400, and ordinary red bricks or 10X20X40 cm blocks.
4.4	Plastering the walls and the reveals	For plastering the walls and reveals there could be used sheetrock or cement and sand solution. Material for plastering depends on a region. In high damping regions must be used cement and sand solution.
4.5	Arranging the divider partitions (height 1.6m)	For arranging the divider partitions, should be used MDF sheets and metal frame. For fastening of metal frame on floor and wall must be used 6-8mm diameter, 35-80 mm length non-corrosive tapping screws. Also, for fastening of MDF sheets on frame there must be used non-corrosive tapping screws. Distance between screws must be at most 30 cm. Distance between metal frame's elements must be at most 40 cm.
4.6	Wall tiling	In toilet walls there must be pasted ceramic tiles (30X30cm) from the floor up to the plastic ceiling.
4.7 (8)	Preparing and painting the wall	Walls should be primed totally, angle bars should be arranged in corners, and then they should be treated with sandpaper, grounded and painted with water emulsion paint for facade at least in 2 layers.
5	Floor	
5.1	Dismantling the floor	Dismantle the floor by clearing the floor surface.
5.2	Arranging the wooden floor with the laminate plinth	Wooden beams should be put before arranging the wooden floor, (size of beam should be determined during the working process). Distance between the beams should be 50 cm. Distance between wall and extreme beam should be 5 cm. Beams should be covered with ruberoid. Wooden board floor will be done on these beams (thickness 40mm). Wooden material must be coniferous, coefficient of humidity should be at most 10%. Wood knot mustn't be more than 7% of total volume. Laminate plinth is to be arranged on wooden floors.
5.3	Polishing and painting the wooden floor with antiseptic lacquer	Wooden floor should be polished and painted with antiseptic lacquer at least in 2 layers.
5.4	Installation of the waterproofing	For Installing of Waterproofing there should be used waterproofing material based glass tissue, without protector sand layer.
5.5	Grouting with cement & Sand Solution	Grade of grouting should be M-150, there must be used yellow sand and Ordinary Portland Cement (OPC) M-400
5.6	Floor tiling	Ceramic tiles with relief surface should be planked with minimal sizes 30X30 cm. In many cases, it will be desirable to plank tiles with diagonal principle, as asymmetry of rooms wouldn't have any influence on the floor.
5.7	Installation of tile plinth	Plinth of a tile with 8-10 cm height is to be installed on the tiled floors.
5.8	Installation of laminate plinth	Plinth of a laminate should be installed on an existed wooden floor.
6	Doors	
6.1	Dismantling of the doors	Existing doors should be dismantled carefully and put in order for giving them back to the owner.

6.2	Installing putting and painting of wooden door with antiseptic lacquer	Internal doors should be wooden. Wooden material must be coniferous, coefficient of humidity is to be at most 20%. Wood knot mustn't be at most 7% of total volume. For fastening of door frame noncorrosive tapping screws must be used, and empty spaces between wall and frame should be filled with special foam. Hinge and handle should be metal. Door should be put and painted with antiseptic lacquer at least in 2 layer. The door should be without sill.
6.3	Installation of the metal-plastic doors	Metal-plastic door should be with at least 60mm thickness frame and 3mm profile, with internal metal frame and with sandwich panels which should be with smooth-faced surface, with also white color and with double insulating tape. Hinge and handle should be metal. For fastening of door frame non-corrosive tapping screws must be used, and empty spaces between wall and frame should be filled with special foam.
6.4	Installation of the metal door with putting, and painting	The entrance door should be double metal with heat insulation and with smooth-faced surface. Door should be put and painted at least in 2 layer. A lock and a latch should be of metal. The door should be without sill.
7	Windows	
7.1	Dismantling of windows	Existing windows should be dismantled carefully and put in order for giving to owner.
7.2	Installation of Metal-plastic Windows with plastering exterior gradients	Metal-plastic windows should be with at least 60mm frame and 3mm profile, with glass packet (4+12+4mm), with internal metal frame, sandwich panels should be with smooth-faced surface, white colored, with double insulating tape. Hinge and handle should be of metal. For fastening of frame non-corrosive tapping screws must be used, and empty spaces between wall and frame should be filled with special foam. At least one sash of each window is to be opened (2 sashes should be opened if window's width is more than 3.0m). Outdoor reveals should be plastered.
7.3	Installation the Metal-plastic Windowsill	Metal-plastic sill should be installed on cement and Sand Solution. Nosing of a window sill should be 2 cm.
7.4	Installation the defense tin strip (out the window)	It should be arranged with 0.55mm zinc-covered sheet metal. Nosing of a sill should be 2 cm.
8	Electricity	
8.1	Installation of the distribution panel	Distribution panel is to be installed where main breaker, circuit breakers and other necessary equipment will be arranged. The Panel must be locked by key. Circuit breakers must be at least one for each floor. Power of circuit breakers must be determined particularly.
-	Internal Network /This position must be separated between switch, plug, and spotlight/	Internal network must be installed using double insulated 3-wire cable (with ground protection). Wiring must be arranged inside walls. Special boxes for cable coupling must be used. Size of main cable must be 4 sq. mm, and cable for plug - 2.5 sq.mm, and cable for switch and lighting - 1.5 sq. m.
8.2.(3)	Installation of the switch /socket/ with internal network and protective earthing	Installation of switch /plug/ must be done according to the presented drawings and foreseeing ground protection with 1.80 m from the floor.
8.4	Installation of the lightning with internal network	Unified lighting kit with an economic lamp must be installed according to the presented drawings.
8.5	Installation of the light on the wall with internal network	Unified lighting kit with an economic lamp must be installed on an external wall of an entrance door.
8.6	Installation of the protective earthing in the yard	The protective earthing must be installed in the yard.
9	Stairs and A ramp	
9.1	Change the damaged tiles on the stairs platform	Damaged tiles should be dismantled from the stairs platform, then there should be prepared surface for tiling and ceramic tiles with relief surface be planked.
9.2	Dismantling of the hand-rails	Damaged hand-rail should be dismantled.
9.3	Installation of the hand-rail for stair and ramp	Outdoor hand-rail should be installed with using metal square tubes. Indoor hand-rail should be installed according to an existing hand-rail.
9.4	Filling and painting the hand-rails for stair and ramp	Hand-rails should be put and painted at least in 2 layers.
9.5	Change of a concrete footstep by beforehand prepared reinforced	Damaged reinforced concrete footstep should be dismantled, and should be substituted by the new reinforced concrete footstep.

9.6	Constructing and cement screed of the ramp	Planning: The ratio of step height and ramp length should be 1:12. Height of each ramp must be at most 76 cm. Width of ramp should be at least 91.5cm without hand-rails. If height of ramp is at least 15 cm, hand-rails must be installed on both sides. A hand-rail should be at least 4cm distant from a wall. Height of hand-rail should be 86.5-96.5 cm. Ends of hand-rails should be rounded. Installation: An existing ground must be dug , strip foundation (with at least 20cm width) and concrete walls (with at least 20cm width) must be arranged and grade of concrete should be M-200. Reinforced concrete slab (thickness 12 cm) should be arranged on the top of the walls. Reinforcement in both directions must be 10mm diameter of class AIII, cage 100X100mm and concrete M-250. The surface of the ramp must be planked with cement screed.
9.7	Plastering, preparing and painting the sides of the stairs and the ramps	Sides of stairs and ramps should be plastered and prepared for painting.
10	Heating	
10.1	Installation of an external heating system with a boiler and an external network	The heating project should be designed for installation of the heating system. Installation of an external heating system includes installation of a boiler and other necessary equipment. Such as, external network with earthworks, thermometer, manometer, automatic air faucets, valves, chimney, etc. Gas or wood should be used for fuel. Boiler should be with panel and should be completely automatic. External network from boiler to building should be installed with polypropylene, 3-layer, armored fiberglass pipes. Pipes must be insulated with 50mm mineral wool. Deepening of pipes in ground should be at least 90 cm. The trench should be covered up with loosened earth.
10.2	Installation of a panel radiators with internal heating system	Internal network should be installed with polypropylene, 3-layer, armored fiberglass pipes. The radiators should be distant in 8-10 cm from the floor and 10-12 cm from the window-sill. Test of heating system should be done after the installation of heating, .
10.3	Arranging a building for the heating boiler	Separate building should be used for the boiler. This one should be redecorated with minimal standard. If power of boiler is not more than 350 KW, then the building's volume should be at least 8 m3, height of ceiling at least 2.0m and transom's area 0.3 m2. This building should have a door which will open outside. If power of boiler is more than 350 KW, the building's volume should be at least 22 m3, height of ceiling at least 2.4m and transom's area 0.5 sq. m. This building should have 2 doors which will open outside. If site does not have any building for heating boiler, the temporal building should be built. This building should be with metal frame and sandwich panels and roof should be covered with 0.55mm corrugated zinc-covered sheet metal.
10.4	Installation of the energy efficient wood stoves	In some sites there can be installed energy efficient wood stoves.
11	Toilets	
-	For Schools: Principles of Planning Toilets /This position must be used for planning and for installation of toilet equipment/	Toilets should be planned according to gender. Toilets must have natural illumination. Two lavatory pans and a wash-stand should be installed per 30 student-boys. A lavatory pan and two wash-stands should be installed per 40 student-girls. A lavatory pan and a wash-stand should be installed per 20 teacher-men. A lavatory pan and two wash-stands should be installed per 10 teacher-women. Height of lavatory pans should be 43-48.5 cm, hand rails for disable children should be on height of 91.5cm. Height of wash-stands should be 86.5 cm. Metal-plastic doors should be installed. Width of door should be 81.5cm and should be opening at 90 degree. Doors' hinges and handles should be metal and should be installed at most 122 cm height from the floor level. There should be installed plastic ceiling. Walls should be covered with ceramic slabs and a floor with tiles.
11.1	Installation of the lavatory pans	It should be installed in accordance with the toilets planning principles.
11.2	Installation of the hand rails	It should be installed in accordance with the toilets planning principles.
11.3	Installation of a wash-stand	It should be installed in accordance with the toilets planning principles.
11.4	Installation of a shower	(Only in orphanages) Shower should be at least 90X90cm. It should be arranged with complete equipment, such as: metal white painted tray, Chromed metal equipment - a mixer tap and a shower head, an arm and with a flexible hose.
11.5	Installation of a trap	It should be installed in accordance with principles of planning toilets.
12	Water Supply	
12.1	Bringing cold water up to a wash-stand, shower, and lavatory pan with the faucets	System should be installed using PVC (Polyvinyl Chloride) pipes, thickness of pipes should be at least 2.8mm. A faucet should be installed for each shower.

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12.2	Bringing hot water up to a shower with a faucet	System should be installed using CPVC (Chlorinated Polyvinyl Chloride) pipes, thickness of pipes should be at least 3.7mm. A faucet should be installed for each shower.
12.3	Installation of a tap	Chromed metal taps with facilities should be installed on the wash-stands.
12.4	Installation of a main faucet	The main faucet should be installed on each floor and one on a total water supply.
12.5	Installation of an external water supply	This position should be determined in accordance with every water supply design project.
13	Sewerage system	
13.1	Installing the plastics sewerage pipes (d=50, 100mm) for lavatory pans, wash-stands, washer, shower and for the traps	System should be installed using PVC (Polyvinyl Chloride) pipes. For wash-stands, washer, shower and traps there should be used 50mm diameter pipes, and for lavatory pans - 100mm pipes.
13.2	Installation of an external sewerage system	This position should be determined in accordance with every sewerage system design project.
14	Final work	

6.5 609(G) AGREEMENT ON ROLES OF MCA-G, ESIDA AND DESIGN CONSULTANT

Implementing Entity 609g Consultancy Roles of ESIDA

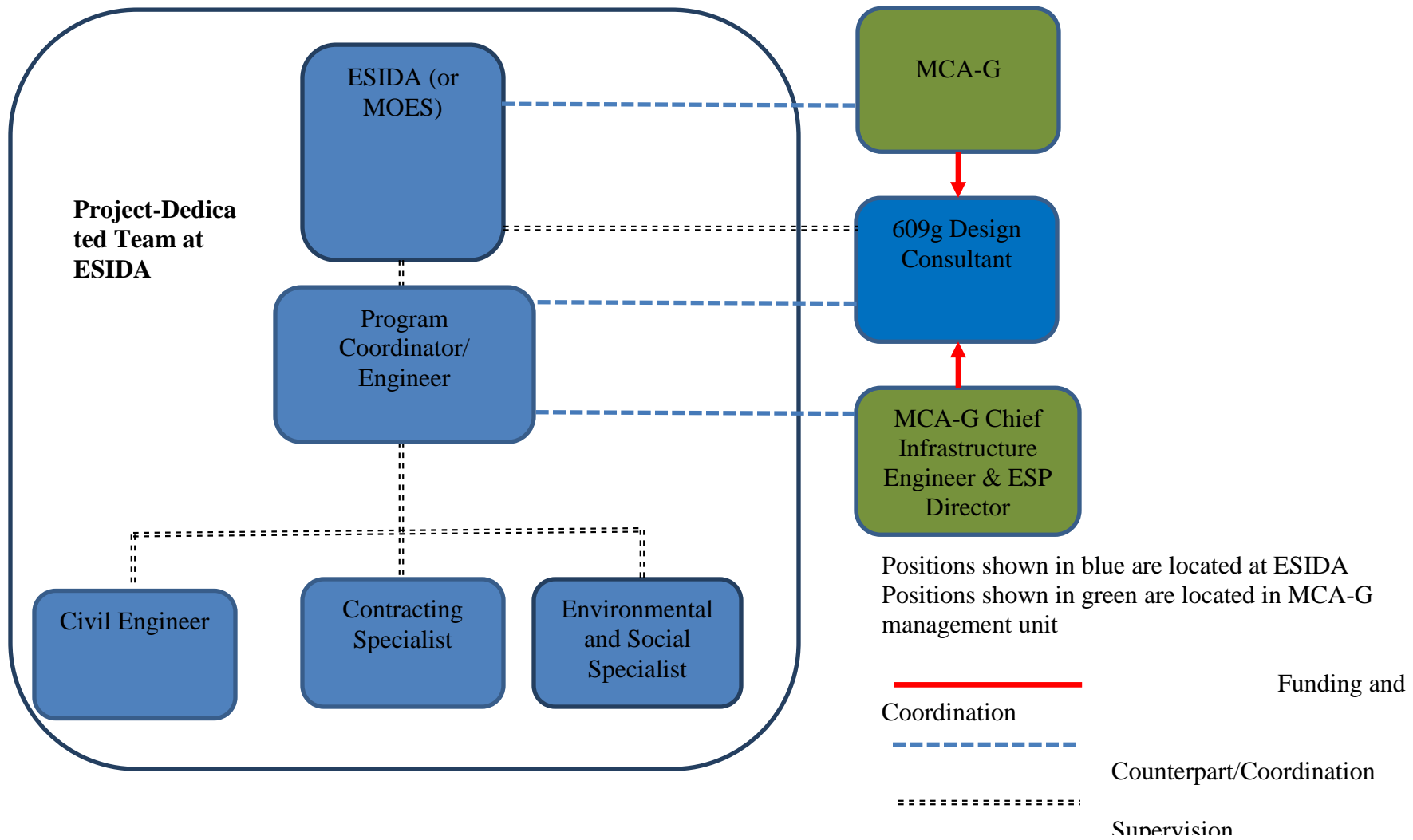
The purpose of this 609g Agreement is to define, establish, and memorialize the implementation relationship between ESIDA and MCA-G with respect to the Design consultancy funded under MCC section 609g. , The roles and funding relationships of ESIDA are likely to change after the Compact signing for work following this 609g Consultancy, and a full Implementation Entity Agreement (IEA) will be negotiated at that time.

This 609g Agreement is between MCA-Entity and ESIDA. MCA-G is the Accountable Entity for MCC projects in Georgia and is responsible for managing the financial resources for the schools rehabilitation project. The ESIDA will hire the four prescribed MCA-dedicated technical staff with English speaking skills at ESIDA to serve as counterparts to the Consultant hired under 609g funding. Following the Compact signing, a new Implementing Entity Agreement (IEA) will be developed for ESIDA that will revise roles, staffing and payment modalities.

MCA-G will procure the services of a 609g Design Consultant for the first tranche of school rehabilitations. MCA-G will then assign to ESIDA the management of the contract for this 609g Design Consultant. The new MCA-dedicated counterpart staff at ESIDA will work 'hand in hand' on production of the project deliverables with the Design Consultant. The 609g Design Consultant will be provided with adequate office space, communications, internet access and access to ESIDA reproduction and printing capabilities. The 609g Design Consultant will be primarily responsible for implementing the design process in a timely and cost effective manner. Project deliverables first shall be subject to ESIDA approval and acceptance of the produced design documentation and then be forwarded for "no-objection" to MCA-G. MCA-G shall be responsible for reviewing ESIDA's implementation progress, have no-objection authority over project deliverables, and maintain donor relations. MCC and its Independent Engineer will be involved in periodic project oversight of the activity. The remaining document details specific roles and responsibilities of the parties.

MCA-G – ESIDA – 609g Design Consultant Organogram

I. Project Implementation Structure



I. Key Roles and Functions of ESIDA

A. GENERAL PROJECT IMPLEMENTATION RESPONSIBILITIES

As the 609g implementing entity, the ESIDA Director will have contract management responsibilities on the 609g Design Consultant, and the MCA dedicated staff in ESIDA will have project implementation responsibilities as counterparts to the 609g Design Consultant. The MCA dedicated staff at ESIDA will work 'hand-in-hand' with the 609g Design Consultant, who will be based within ESIDA, and will coordinate with the MCA-G to ensure project activities are carried out in a timely manner consistent to project design and implementation work plans. Working closely with the MCA-G Chief Infrastructure Engineer and MCA-G Environment and Social Performance Director Manager, ESIDA shall carry out the following key functions related to MCC funded schools rehabilitation projects:

- Manage the 609g first tranche of MCC funded school designs including technical support to the development and production of the designs, and reviewing environmental and social requirements. ESIDA will provide input into the procurement process, including membership to the technical panel, and contribution to technical evaluation panel reports.
- Manage the Project's schedule and deliverables. Monitor and report to MCA on the progress of the designs prepared by the 609g Design Consultant;
- Oversee the MCA Project-Dedicated Team, consisting of the Project Coordinator/Engineer, Construction Engineer, Contracting Specialist, and an Environmental and Social Specialist. This MCA-dedicated team with English speaking skills is to be provided by ESIDA;
- Develop with MCA-G a Quality Assurance Plan (QAP) for acceptance of deliverables prepared by the 609g Design Consultant. The QAP should indicate who is responsible for review and what actions are to be taken in response to problems
- During the preparation of the tender documents/Invitation for Bids (IFBs), and procurement of the works contractor(s), ESIDA, working in coordination with MCA-G shall provide technical support. ESIDA shall review all IFB packages, and participate in the contractor selection, negotiation and mobilization process. (Please see first & second bullet) Review and accept design documentation and progress reports produced by 609g Design Consultant and forward to MCA-G for "no-objection".

B. ENVIRONMENTAL IMPACT MANAGEMENT

ESIDA and the 609g Design Consultant are responsible for ensuring that all activities of the Project are implemented in a manner consistent with MCC's Environmental Guidelines, IFC Performance Standards and applicable Georgian environmental laws and regulations. All activities should be carried out in close coordination with the MCA-G Environment and Social Performance (ESP) Director.

C. RESETTLEMENT AND SOCIAL IMPACT MANAGEMENT

ESIDA and the 609g Design Consultant will be responsible for management of all resettlement activities associated with the Project. These will require the development of Resettlement Action Plans and may involve procurement and financial management assistance related to appropriate professional services. All activities should be carried out in close coordination with MCA-G Environment and Social Impact (ESI) Director. [Note that resettlement is considered extremely unlikely for the school rehabilitation project.]

D. MONITORING AND EVALUATION MANAGEMENT

ESIDA and the 609g Design Consultant will be responsible for providing information required by MCA-Entity, specified in the SOW for the 609g Design Consultant.

II. Roles & Responsibilities of MCA-Entity

The primary point of contact at the MCA-G will be the Chief Infrastructure Engineer specifically dedicated to the MCC funded projects. The Chief Infrastructure Engineer will be involved in all interactions between ESIDA and the members of the MCA-G including the Procurement Agent and the ESI Director. The MCA-G Schools rehabilitation Program Manager will be responsible for ongoing monitoring of ESIDA's performance against the responsibilities described in the Implementation Agreement, timely review and coordination on all elements of the MCC Compact Agreement Work Plan, as well as coordination with MCC on all milestones where "no objection" is required.

MCA-G will have "no objection" authority on all project deliverables that are jointly produced by the 609g Design Consultant and ESIDA.

III. MATRIX OF PRIMARY RESPONSIBILITIES

P: Primary production responsibility

I: Provides technical & management input

A: Approval role rather than a primary production responsibility

N: No objection

** Means Person with legal authority

PRIMARY RESPONSIBILITIES	ESIDA (Director (**))		MCA G -Chief Infrastructure Engineer	MCA G - Environment and Social Performance Director	609g Consultant Design Team
		Project Dedicated Team within hired by ESIDA			
Program Management					
Interview and selection of MCA PMT within ESIDA.	P		A	A	
Management and supervision of the MCA PMT Team within ESIDA.	P		I	I	I
Project Management					
Coordination with MCC on all milestones requiring a “no objection” response from MCC.		I	P	P (as relevant to ESP)	I
Primary project implementation responsibilities		I	A	A (as relevant to ESP)	P
Quality Assurance Plan(s) for all elements of the project		I	A	A (as relevant to ESP)	P
Project work plans	A	I	N	N (as relevant to ESP)	P
Reporting on budget and schedule performance of all contracts & alert MCA when schedule or budget problems occur	A	I	N	N (as relevant to ESP)	P

PRIMARY RESPONSIBILITIES	ESIDA (Director (**))		MCA G -Chief Infrastructure Engineer	MCA G - Environment and Social Performance Director	609g Consultant Design Team
		Project Dedicated Team within hired by ESIDA			
Project Implementation					
Production of designs and bid documents and coordination on all contracting issues.		A	N		P
Quality and timely submission of design deliverables. Ensuring that all designs are consistent with all applicable standards.	A	I	N		P
Monitoring and Evaluation Reporting		I	P		I
ESI responsibilities <ul style="list-style-type: none">• Coordinate with Ministry of Environment for Environmental permits, etc.• Ensure quality of EIAs, RAPs, EMPs and other deliverables including hazardous materials plans• Ensure implementation of EMPs, RAPs• Prepare progress and completion reports• Meet with stakeholders regarding public concerns, etc.• Other social and gender issues		A		N	P

POSITION DESCRIPTIONS

ESIDA Project Coordinator/Engineer

Working closely with the MCA-G team, the Project Coordinator/Engineer will provide overall management, planning and oversight of the project, and quality assurance review of all designs and other deliverables produced by the 609g Design Consultant. H/She will lead the project-dedicated technical team at ESIDA and be the principal point-of-contact for the project. H/She will work collaboratively with 609g design consultant and coordinate with the MCA Schools Rehabilitation Program Manager. The Project Coordinator/Engineer should be an experienced engineer/architect with at least 10 years of experience at a senior level in the fields of facility and infrastructure planning and design, including project management. H/She should be able to demonstrate a breadth of relevant technical design experience, perform quality assurance on designs, ability to lead and coordinate the activities of a multi-disciplinary technical team, pull together and integrate technical inputs from the team into a coherent high-quality product, skills to forge constructive dialogue and relationship with governmental and non-governmental organizations, and success in problem solving. The Project Coordinator/Engineer should have a minimum of a master's degree in the relevant engineering or architecture field, and be fluent in English and Georgian.

Civil/Construction Design Engineer

The Civil/Construction Design Engineer have a minimum BS degree in civil engineering from a recognized educational institution and with at least 7 years of construction experience for building projects of a similar nature. The Civil/Construction Design Engineer shall review all proposed designs, technical specifications, bid documents, cost estimates and other deliverables from the 609g design consultant and ensure that the consultant's products meet the requirements of the project. S/he shall also coordinate with ESIDA staff on operations and maintenance issues. The background should demonstrate success in project planning, coordination, quality assurance and successful project delivery to time and budget. Experience should include drainage and grading, utility and building construction and road construction. Must be fluent in English and Georgian.

Environmental Specialist/Engineer

The Environmental Specialist should have a minimum of a BS degree in Environmental Engineering, Environmental Management and Planning, or Environmental Sciences from a recognized educational institution. The Environmental Specialist should have at least 10 years of experience in the environmental field, in preparing, reviewing and approving environmental impact documentation, particularly using the 2012 IFC Performance Standards and Georgian environmental standards, ideally for infrastructure projects in the education sector. He/she will have responsibility for reviewing technical designs and ensuring that environmental and social risks, impacts and mitigation measures have been identified and incorporated into project documents; reviewing and verifying environmental and social impact assessments; reviewing hazardous waste management plans; and other technical documentation. The specialist must have experience coordinating multi-disciplinary environmental and social teams. Must be fluent in English and Georgian.

Contracting Specialist

The Contracting Specialist will hold a degree in engineering or a relevant equivalent with the requisite professional qualification, and have minimum of 7 years of experience in construction procurements for similar projects. H/She will advise the Project Coordinator/Engineer and

ESIDA/MOES management, and work closely with the MCA procurement office on all contractual issues. S/he shall review all bid documents produced by the 609g design consultant. The Contracting Specialist shall ensure that the 609g design consultant contract is carried out on schedule and budget. Must be fluent in English and Georgian.

6.6 DESCRIPTION OF PROPOSED CONSTRUCTION SUPERVISION SERVICES, IF OPTION IS EXERCISED

Prior to this phase of the work, the Consultant shall provide an updated work plan including an organization chart for the project implementation. The proposed organization must take into account the sites sharing into lots/contracts, as well as the potential for mass production of some of the building components and site infrastructure, for provision to construction contractors.

In the control and supervision phase, the Consultant shall be responsible for the supervision of the implementation of the works by the construction companies who were awarded the work contracts. The construction shall take place over an estimated period of **4 months**. The Consultant shall ensure, in a general manner, the respect of contract terms for the works from a technical and administrative standpoint. In particular, the tasks are described below.

GENERAL TASKS

The Consultant shall perform the principal services outlined below as the Engineer responsible for the supervision of the works. The scope of services of the Consultant will include, but will not be limited to, the following:

- Represent the interests of ESIDA and MCA-Entity under the Works Contract, in any manner related to the Works Contract and the proper execution thereof;
- Ensure the general coordination of the whole construction project, including the necessary coordination and planning to manage multiple sites simultaneously;
- Monitoring of compliance with the deadlines in comparison with what is projected in the contracts;
- Quality Assurance during construction;
- Contract and financial impact estimates of possible changes in works requested by the Client (MCA-G) or when unforeseen technical changes are required, and preparation of draft service orders and modifications to corresponding contracts;
- Assistance to the MCA-Entity for all relations and consultations with public and private institutions, to include local collectivities, neighborhood and infrastructure network concessionaries;
- Drafting of reports such as described in the terms of reference;
- Technical and administrative supervision of work contracts, including enforcing the conditions of the ESMP.

BEFORE THE COMMENCEMENT OF BUILDING CONSTRUCTION

Before construction commences, the Engineer shall ensure the following are performed:

- In collaboration with MCA-G, and the Procurement Agent and ESIDA, the Consultant will organize and conduct any and all site visits with bidding construction firms;

- The verification of the bidder's proposal, to ensure that requirements to follow the ESMP are included, along with specific clauses in the contract, as agreed to in the approved ESMP;
- The verification and approval of the project implementation documents presented by the construction contractor. These documents must contain the implementation plans and the construction site including environmental, health, and safety measures in accordance with MCC Environmental Guidelines, the IFC Performance Standards and the ESMF and ESMP;
- Provide training on the ESMF, ESMP, and MCC Environmental Guidelines, including but not limited to: occupational health and safety guidance, the waste management, including hazardous waste, and disposal plan, stakeholder and community engagement guidelines, guidance on vegetation removal and interactions with wildlife, and potential chance finds of cultural heritage;
- Ensure that the Contractor has a human resources plan and grievance mechanism in place;
- Review and comment on or recommend acceptance of the Contractor's performance security, insurances and other legal documents;
- Review and comment on or approve the Contractor's work program, method statements, proposals for materials sources, quality management plan, including testing laboratories and procedures for testing, reports showing monitoring and compliance of environmental and social issues as described in the ESMP, and other deliverables that the Contractor is obliged to furnish for the Engineer's approval;
- Prepare and submit to MCA-Entity for approval a disbursement schedule based on the Contractor's proposal in accordance with the requirements of the Compact;
- Prepare a quality assurance plan, in consultation with the Contractor, including arrangements to check the quality of materials brought to the site, to ensure that the quality of construction is consistent with the technical specifications, and to maintain test records;
- Prepare a program for inspections and load testing of existing structures (if applicable since projects are not intended to have major structural issues), review test results and make recommendations for any further actions;
- Approve the Contractor's construction drawings and drawings for temporary works;
- Organize the supervision of the works with proper allocation of responsibilities to individual inspectors and supervise their work to ensure effective execution, including proper conduct, attendance and performance of their duties.

IMPLEMENTATION PHASE OF THE WORKS

During the execution phase, the Consultant must:

- Visit the site on a daily basis to observe the progress and quality of the Contractor's work, and maintain representatives at the site in such a manner that adequate supervision of construction works is provided at all times the Contractor is working
- Submit monthly progress reports to MCA-Entity, which will include the following:
 - Report on percentage of work completion without defects;
 - Provide Earned Value metrics, including SPI, CPI;

- Detailed account to be paid related to the work completion;
- Identify contractors' lack of performance and lack of compliance with the contracts;
- Quickly propose adequate measures to resolve these shortcomings.
- Ensure the application of the ESMF, ESMP, MCC Environmental Guidelines and IFC Performance Standards;
- Organize the supervision of the works with proper allocation of responsibilities to individual inspectors and supervise their work to ensure effective execution, including proper conduct, attendance and performance of their duties;
- Check and establish that the Contractor mobilizes and supplies to the site all materials, equipment and machinery that have been committed in its bid, and ensure that all such items remain on site until their release has been authorized. Ensure that the Contractor properly records all equipment, materials and labor which have been supplied under the Contract, and keep and regularly update lists of the Contractor's equipment (and its condition) and personnel on site;
- Assess the adequacy of all inputs, such as equipment, labor and materials provided by the Contractor and its methods of work in relation to the required rate of progress and, when required, take appropriate action in order to expedite progress;
- Inspect and evaluate all Contractor's installations, shops and warehouses and other accommodation to ensure compliance with the terms and conditions of the Contract;
- Provide timely assistance and direction to the Contractor in all matters related to the interpretation or clarification of the Works Contract, ground survey controls, quality control testing and other matters related to Works Contract compliance and progress of the Works; and ensure prompt responses when the Contractor calls for inspections and approvals;
- Issue instructions, in accordance with the authority specified in the Conditions of Contract, to Contractors, such that Works can proceed expeditiously;
- Monitor progress against the work program, instructing the Contractor to revise its program as necessary in order to meet due completion dates;
- Ensure that the Works are executed in accordance with the drawings and that the quality of workmanship and materials is in compliance with the technical specifications. Evaluate and determine acceptability of substitute or "equal" materials and equipment proposed by the Contractor;
- Perform or oversee all laboratory and field testing of Contractor's work, materials and products required to ensure that the quality as specified in the Contract is attained. Review all certificates of inspections, tests and approvals;
- Monitor implementation of the ESMF and ESMP. Review environmental mitigation measures proposed by the Contractor;
- Check and ensure that the Contractor has taken suitable measures with regard to the safety and health of its workers (provision of potable water, lodging, first aid kits), site safety, and accident prevention measures. Inspect the security and safety aspects of construction and temporary works to ensure that every reasonable measure has been taken to protect life and property;
- Ensure that the Contractor has a grievance mechanism in place to manage complaints or problems generated from its workers as well as the local community and other affected stakeholders. Ensure that the Contractor properly responds to grievances and takes actions to manage situations as they arise;

- Liaise with communities and businesses affected by any of the works undertaken under the Project and conduct regular consultations with stakeholders;
- Ensure that the Contractor complies with its contractual obligations in respect of labor standards, mitigation of impacts on the environment, health and safety, by withholding payment against appropriate items in applications for interim payment, as applicable in accordance with the provisions of the Works Contract;
- Prepare and maintain inspection and engineering reports and records to adequately document the progress and performance of the works;
- Prepare incident reports, covering accidents, environmental and other incidents, and take appropriate follow on action;
- Perform all survey measurements of completed or partial works where required for the determination of quantities. Compute quantities of approved and accepted work and materials and check, certify and make recommendations to MCA-Entity on the Contractor's interim and final payment certificates. All payment certificates shall be checked and countersigned by the Consultant;
- Review and comment on, or recommend approval of, Contractor's proposals for variations;
- Propose and present for the approval of MCA-Entity any variations in the Contract that may be deemed necessary for the completion of Works, including information on any effect that the variations may have on the Works Contract amount and the time for completion of the Project, and prepare all necessary variation orders, including alterations of plans, technical specifications, and other details for the approval of MCA-Entity;
- Inform MCA-Entity about problems or potential problems, which may arise in connection with the Works Contract(s) and make recommendations to MCA-Entity for possible solutions;
- Examine and make recommendations to MCA-Entity on all claims from the Contractor for extension of time, additional compensation, extra work or expenses or other similar matters. Attend claims meetings between MCA-Entity and Contractor;
- Arrange and preside at periodic coordination and progress meetings on site, and prepare the minutes of meetings;
- Review reports and documents submitted by the Contractor;
- Prepare and submit reports on the progress of the Works, the Contractor's performance, quality of works and the Project's financial status and forecasts;
- Keep on site full and complete records of all matters pertaining to the Works including, but not limited to, programs, correspondence, instructions, variations, revised drawings, site sketches, minutes of meetings, testing, inspections, approvals, measurements, interim payments, progress reports, insurances, visitors to site, completion certificates, Contractor's labor and equipment, site diaries and inspector's daily reports;
- Arrange and make public presentations of the work done to date at the request of MCA-Entity;
- Upon completion of the Works, carry out the necessary inspection, specify and supervise any remedial works to be carried out and, upon completion, propose to MCA-Entity a date for a joint inspection, prior to the issuance of the Certificate of Substantial Completion;
- Review and comment on or approve as-built drawings prepared by the Contractor;

- Submit Inception, Monthly, Final and Special Reports; and
- Perform all other tasks, not specifically mentioned above, but which are necessary and essential to ensure the successful supervision and control of all the construction activities, in accordance with the terms of the Works Contract.

For the management of works and control of their execution, the Consultant shall designate for each work contract, a Control engineer who has the sole authority to issue service orders with executory effect.

It is understood that when there are technical and environmental problems that may occur during the execution of the works, a discussion between the construction contractor and the Control engineer must take place in order to find adequate solutions to these problems. Before their implementation, these solutions shall be first approved by Consultant's Team Leader/Deputy Team leader and submitted to the MCA-Entity Project Manager for final approval, if they imply a waiver to the terms of the work contracts. For minor improvement without financial impact, the Control Engineer does not have to request MCA-Entity approval, but shall record each decision in the site journal.

If the encountered problems cannot be solved by the Control engineer with the available means at the site, the latter advises the MCA-Entity Project Manager who shall install a work group to address the issues. It is understood that the group diligently work so that the examination duration does not cause any significant delays in the initial plan established for the implementation of the works.

POST CONSTRUCTION SERVICES

During this phase the Consultant's tasks shall include the following:

1. Inspect the Works at appropriate intervals during the Contractor's Defects Liability Period (12 months); and, prior to expiration of the Defects Liability Period, prepare a final deficiency list, supervise remedial works and recommend to MCA-Entity the date of the Final Inspection of the Works;
2. Produce School O&M Plans (see below)
3. Carry out the Final Inspection of Works together with representatives of ESIDA, MCA-Entity, the applicable Implementing Entity(s), and the Contractor;
4. Prepare and issue the Final Acceptance Certificate in consultation with MCA-Entity and ESIDA; and
5. Prepare the Final Payment Certificate.

SCHOOL OPERATION AND MAINTENANCE PLANS

The Consultant shall produce O&M manuals based on the framework developed in the design phase. The exact content will be determined with MCA-G, but will include, at the minimum,:

- Costs and services required for routine maintenance;
- Costs and services required for preventative maintenance;

- System component renewal (replacement of windows, roofing, etc.);
- Costs and services required for any deferred maintenance not addressed in the rehabilitation.
- Warranty and equipment manuals provided by suppliers.

MISSION ORGANIZATION

The organization of the mission of control and supervision of the works, the intervention schedule as well as the movement of the materials of the Consultant must take into account the geographic distribution of sites and the allocation of works.

The MCC Document “Standard Bidding Documents: Procurement of Small Works” covers all aspects of the administrative requirements and task.

Construction Inception Report

The Inception Report shall contain the overall consolidated approach to be taken to complete all the component tasks of the assignment. This report shall contain the Consultant’s state of mobilization, proposed methodology for carrying out the works supervision including quality, progress and cost control and ensuring compliance with environmental, H&S, stakeholder consultations and other requirements, records of initial site meetings, the proposed site communication procedures and record keeping relating to all the contracts. It shall also include a construction drawing and submittal processing approval plan and a detailed program of work, showing time, duration and personnel, as well as inter-relationship of activities. A format for the Monthly reports will also be submitted. The report shall be submitted within two weeks after mobilization of the Consultants Supervision team.

Construction Supervision Daily Site Records

On each of the Construction Contracts the Consultant shall maintain daily site records, which will be an objective record of the Consultant’s observations of the Contractor’s daily performance. The report format is to be approved by the Client, and should document the work activities in progress, the weather, Contractor’s equipment on site, the number of workers present, and the approximate amount of measurable work units that were installed (or tested) each day. The site records are not to be submitted regularly to the Client; however, they should be made available upon request.

Construction Supervision Monthly Progress Reports

The Consultant shall prepare consolidated Monthly Progress Reports during the construction supervision period(s). The reports shall provide a brief but comprehensive end-of-month progress assessment for the contracts. Each monthly report shall include separately for each contract the schedules of claims and change orders, tabulated and graphical representations of

physical and financial progress compared with the work program and cash flow forecasts, relevant photographs and details of impediment to the works and proposals for overcoming them. The Consultant shall include Earned Value analysis in the reports. The reports should also include information on contractor's materials, equipment, and staffing, weather conditions, accidents on site, and any other relevant details.

In addition, the monthly progress reports shall contain brief but comprehensive information about supervision activities on site, construction supervision staff, visitors to site, environmental and social performance, and Quality Assurance and Control among others.

The Consultant will be asked to report on specific M&E-relevant data/indicators in their Monthly Progress Reports. The M&E requirements will focus on key process and output indicators as defined in the MCA-G M&E Plan.

The Consultant shall include status updates to MCA-G regarding the implementation timeline, and report any deviations from agreed-upon timelines and adherence to the evaluation design. The following details shall be included, where applicable, in the Consultant's regular reporting to MCA-G:

- Site Descriptors: School Name, EMIS school code
- Planned Construction Start Date: Date construction begins according to Consultant's agreed-upon timeline at Entry into Force (EIF)
- Revised Planned Construction Start Date: any changes to planned timeline reported here
- Actual Construction Start Date: Date in which construction began at this site
- Operationalization date: date in which facility is completed and determined ready for occupation and learning by staff and students
- First date that full classes resumed in completed school facility (if different from Operationalization Date)

Any and all design revisions must be formally submitted to MCA-G/M&E and, where relevant, approved in written form by the same.

These reports shall be submitted within the first week of the succeeding month.

Indicator Tracking Table (ITT)

On a quarterly basis, in accordance with MCC reporting requirements, the Consultant shall compile up to date information on a predetermined set of activity-level indicators, which are determined to be directly relevant to construction supervision (percentage completion by facility, number of facilities completed, # installed of specific component of the rehabilitation

package, etc.). This data will be input into an Indicator Tracking Table (ITT) template, to be provided by MCA-G.⁶

Construction Completion Reports

The Consultant shall produce a Final Completion Report for each construction contract which will address all aspects of the contract, including financial summaries, suggestions and recommendations for future design and construction methods, technical specifications, changes in Special Conditions of Contract and in general maintenance practices. A set of “as built” record drawings and CDs containing all the information in the final completion report shall be presented to the Client. The report shall be submitted within one (1) month after completion of the works under each contract.

Final Project Report

The Consultant shall produce a Final Project Report, summarizing all the activities under the Project, including financial summaries and project implementation particulars. The report shall be submitted within one (1) month after completion of the Consultant’s services.

⁶ When submitting an ITT, the Consultant will report complete data and information as of the last completed quarter, and the actual data to date for the current quarter. For example, if the ITT data is being submitted for Quarter 4, then the Consultant will submit a complete quarter’s worth of monitoring data for Quarter 3, and the data available to date for Quarter 4. Quarter 4’s data will then be updated the following quarter.

6.7 ADDITIONAL REQUIREMENTS FOR FINAL DESIGN REPORT

The Consultant shall report to MCA-G regarding specific rehabilitation package to be applied in each school facility, including the package as planned at EIF, any revisions to the planned package, and (if the construction supervision Option is exercised) the rehabilitation package as installed. In addition to any other reporting requirement regarding planned rehabilitation packages, this data must be provided in a soft-copy spreadsheet/database format (e.g. Microsoft Excel) using English-language headings and text fields. Specific examples of information which should be reported includes (but is not limited to) specific rehabilitations planned along each aspect of the *MCC-ESIDA School Condition Assessment Checklist Guidance*. The following list acts as a demonstrative list of a select number of dimensions of this checklist, and in parenthesis the format in which this data should be reported for each school facility. However, please note that MCA-G/M&E will work with the Consultant to finalize a template for reporting including a much more exhaustive list of specific variables to be reported:

- Site's Name
- Site's EMIS school code (#####)
- Number of classrooms to be rehabilitated (##)
- Structural repairs needed (Y/N or 1/0)
- Number of windows to be installed/replaced (##)
- Needs heating system installation? (Y/N or 1/0)
- Needs heating system repair? (Y/N or 1/0)
- Type of heating system to be installed (one of 4-5 broad categories of heating system)
- Number of classroom with improved lighting (##)
- Specific ventilation improvements? (Y/N or 1/0)
- Type of ventilation improvements (one of 4-5 broad categories of improvements)
- ...
- Etc.

The Final Design Report will describe all criteria by which schools have been recommended for disqualification from rehabilitation activities (i.e. unmanageable environmental risks, specific issues of structural which). This report should include sufficient detail and a sufficiently clear process which would allow any third party to replicate the assessment process by which schools are determined to be qualified/disqualified for rehabilitation activities.