

# **SELECTION OF CONSULTANTS**

## **SINGLE STAGE OPEN COMPETITIVE SELECTION REQUEST FOR PROPOSALS**

**Reference No.: DHWP01**

**Individual consultants' services for the Project Implementation Unit for  
Municipal Infrastructure Projects in Tashkent, Namangan and Horezm**

Client: Ministry of Housing and Communal Services  
Country: Republic of Uzbekistan  
Project: Tashkent District Heating - Tashteploenergo  
Tashkent District Heating - Tashteplocentral  
Tashkent Water Improvement  
Namangan Water Improvement  
Horezm Water Improvement  
Issued on: "03" June 2019

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*Individual consultants' services for PIU*

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## **PART I – SELECTION PROCEDURES AND REQUIREMENTS**

### **Section 1.1 Letter of Invitation**

#### **Single Stage Open Competitive Selection – Request for Proposals**

Ref. № \_\_\_\_\_

«03» June 2019r.

Assignments funded from the loan: RFP №DHWP01;  
Projects ID №№ 49214, 49213, 49277, 49359, 49358

#### **Assignment name: Individual consultants' services for the Project Implementation Unit for Municipal Infrastructure Projects in Tashkent, Namangan and Horezm**

Dear Sir or Madam,

1. The Ministry of Housing and Communal Services of Republic of Uzbekistan (“Client”), has received loans from European Bank for Reconstruction and Development (“EBRD”, “the Bank”) to finance 5 Projects for rehabilitation of water, wastewater and district heating infrastructure in Tashkent, Namangan and Horezm. The Client intends to apply a portion of the proceeds of this Loans to eligible payments under the contracts for which this Request for Proposals is issued.

Payments by the Bank will be made only at the request of the Client and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan agreement. The Loan agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Client shall derive any rights from the Loan agreement or have any claims to the proceeds of the Loan.

2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”) of Individual consultants to work in the Project Implementation Unit (PIU) for implementation of the abovementioned Projects by the following positions:

<b>№</b>	<b>Position</b>	<b>Q-ty of staff</b>
1.	Project Coordinator for district heating - General Director of PIU	1
2.	Project Coordinator for Water Supply - Deputy of General Director of PIU	1
3.	Project Monitoring Specialist	1
4.	Design Engineer / Specialist in Hydro Modelling of Heat Supply Systems	0,5

<b>№</b>	<b>Position</b>	<b>Q-ty of staff</b>
5.	Engineer for the generation of electricity (gas turbines and solar panels)	0,5
6.	Water and Waste Water Engineer	2
7.	Automation Technician	1
8.	Procurement and Contract Specialist	2

More details on the Services are provided in the Terms of Reference (Section 2.1).

2. Consultants will be selected under FBS<sup>1</sup> procedures and in a Simplified Technical Proposal (STP) format as described in this Request for proposals (RFP), in accordance with the policies of the Bank, detailed in the EBRD Procurement Policies and Rules (“PP&R”) and the Guidelines for Clients Managing Donor or Loan Funded Consultancy Assignments (“Guidelines”) which can be found at the following website: [www.ebrd.com](http://www.ebrd.com).

3. The RFP includes the following documents:

Section 1.1 - Letter of Invitation

Section 1.2 - Instructions to Consultants (ITC) and Data Sheet (DS)

Section 1.3 – Evaluation Criteria

Section 1.4 - Technical Proposal STP] - Standard Forms

Section 1.5 - Financial Proposal - Standard Forms

Section 2.1 - Terms of Reference

Section 3.1 - Standard Form of Contract

4. Details on the proposal's submission date, time and address are provided in Clauses 18.8 and 18.10 of the ITC.

Yours sincerely,

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E-mail: [monitoring.kommunxizmat@mail.ru](mailto:monitoring.kommunxizmat@mail.ru)

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<sup>1</sup> Fixed-Budget selection

## **Section 1.2 Instructions to Consultants and Data Sheet**

### **1. Definitions**

(i) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(ii) "Applicable Guidelines" means the policies of the European Bank for Reconstruction and Development governing the selection and Contract award process as set forth in this RFP.

(iii) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.

(iv) "Bank" or "EBRD" means the European Bank for Reconstruction and Development.

(v) "Bank Assets" means any property or asset owned or administered by the Bank, including the Bank's name, intellectual property and registered service marks.

(vi) "Bank Resources" means the Bank's ordinary capital resources, Special Funds resources, and/or cooperation funds or trust funds administered by the Bank.

(vii) "Recipient" means the Government, Government agency or other entity that signs the loan, grant, financing or project agreement with the Bank.

(viii) "Client" means the executing agency that signs the Contract for the Services with the selected Consultant.

(ix) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

(x) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Contract Form (the General Conditions of Contract ("GCC"), the Special Conditions of Contract ("SCC"), and the Appendices).

(xi) "Data Sheet" means an integral part of the RFP that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

(xii) "Day" means a calendar day.

(xiii) "Disclosure Actions" means any of the actions that the Bank has taken or may take in accordance with Section III, Article 10.3 of the Bank's Enforcement Policy and Procedures.

(xiv) "Donor" means the provider of the Grant funds as specified in the Data Sheet.

(xv) "Electronic Procurement Platform" in these documents refers

to the EBRD Client e-Procurement Portal (ECEPP) provided by the EBRD for use of its clients (or any replacement thereof).

(xvi) "Enforcement Actions" means any of the actions that the Bank has taken or may take in accordance with Section III, Article 10.2. of the Bank's Enforcement Policy and Procedures.

(xvii) "Enforcement Policy and Procedures" means the Bank's policy and procedures for processing allegations of fraud, corruption, collusion, coercion, obstruction, theft or misuse of the Bank's resources or Bank's assets in relation to activities and projects financed from the Bank's ordinary capital resources (including the purchase of the goods, works or services for the Bank) or from special funds resources, or from cooperation funds administered by the Bank.

(xviii) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(xix) "Government" means the government of the Client's country.

(xx) "Grant" means the amount of funds to be made available by the Donor to the Bank, as administrator, for the purposes of financing the Contract.

(xxi) "Joint Venture, Consortium or Association ("JVCA")" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JVCA, and where the members of the JVCA are jointly and severally liable to the Client for the performance of the Contract.

(xxii) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.

(xxiii) "ITC" means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.

(xxiv) "LOI" means the Letter of Invitation issued by the Client to the Consultants.

(xxv) "Mutual Enforcement Institution" means an international organisation that has entered into an agreement with the Bank, pursuant to which such institution and the Bank agree to the mutual enforcement of debarment decisions made by each other, provided that such other institution has given notice to the Bank that it has fulfilled all requirements for the implementation of such agreement and has not subsequently withdrawn from such agreement.



(xxvi) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

(xxvii) "Notice" is the procurement notice published on the EBRD's website and other channels, if applicable, which invites consultants to submit Proposals.

(xxviii) "Project Complaints Mechanism" means the EBRD's accountability mechanism that has been established to assess and review complaints about Bank-financed projects.

(xxix) "Proposal" means the Technical Proposal with, or without a Financial Proposal of the Consultant, as the case might be.

(xxx) "RFP" means this request for proposals.

(xxxi) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(xxxii) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

(xxxiii) "Third Party Finding" means a final judgment of a judicial process in a member country of the Bank or a finding by the enforcement (or similar) mechanism of an international organisation, which is not a Mutual Enforcement Institution, that an individual or entity has engaged in a Prohibited Practice or equivalent act of that member country or international organisation.

(xxxiv) "TORs" means the Terms of Reference that explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the Services.

## **2. Introduction**

2.1. The Client named in the **Data Sheet** intends to select a Consultant from the Consultants responding to this RFP, in accordance with the method of selection specified in the **Data Sheet**.

2.2. The Consultants are invited to submit a Proposal, which may consist of one of the following: a Technical Proposal only; or a Technical Proposal and a Financial Proposal, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-response conference if one is specified in the **Data Sheet**. Attending any such pre-response conference is optional and is at the Consultants' expense.

2.4. The Client will provide in good time, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1. The Consultant is required to provide professional, objective, and impartial advice at all times, holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract by the Client, and/or sanctions by the Bank.

3.2.1. Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be contracted under the circumstances set forth below:

*a. Conflicting activities*

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

*b. Conflicting assignments*

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be contracted for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

*c. Conflicting relationships*

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Recipient, or the Client or of a recipient of a part of the loan or grant who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

(iv) Relationship with the Client: a Consultant cannot be an

affiliate of the Client unless it can be demonstrated that there is not a significant degree of common ownership, influence or control between the Client and the Consultant and that the Consultant would not be placed in a position where its judgement in the execution of the assignment may be biased.

(v) Any other types of conflicting relationships as indicated in the **Data Sheet**.

#### **4. Unfair Competitive Advantage**

4.1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

#### **5. Prohibited Practices**

5.1. The Bank requires that Borrowers (including beneficiaries of Bank-financed operations) , as well as tenderers, suppliers, sub-suppliers, contractors, subcontractors, concessionaires, consultants and sub-consultants under Bank financed contracts, observe the highest standard of transparency and integrity during the procurement, execution, and implementation of such contracts.

5.2. The Borrower (including beneficiaries of Bank-financed operations), as well as tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to engage in Prohibited Practices with respect to the procurement, award, or execution of the Contract.

5.3. The Bank may declare the Contract to be ineligible for financing, and the Bank may take any of the Enforcement Actions and Disclosure Actions as defined in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:

(a) the Borrower (including beneficiaries of Bank-financed operations), tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract.

(b) a Third Party Finding has sufficient relevance and seriousness for the Bank to warrant Enforcement Actions and Disclosure Actions against entities or individuals.

5.4. In accordance with the Enforcement Policy and Procedures, the Bank may enforce debarments from Mutual Enforcement Institutions by declaring entities or individuals ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract.

5.5. In contracts financed by the Bank, the Bank requires a

provision mandating tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants to permit the Bank or persons appointed by the Bank to inspect the Site and / or to inspect their assets, books, accounts and records relating to the Contract and to have such assets, books, accounts and records audited by auditors appointed by the Bank, if required by the Bank.

The tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants shall require their officers, directors, employees or agents with knowledge of the Contract to respond to questions from the Bank and to provide to the Bank any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the Bank's monitoring and evaluation of the Contract and to enable the Bank to examine and address any project-related complaints made under the Bank's Project Complaint Mechanism.

The tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants shall maintain all books, documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

5.6. For the purposes of this provision, Prohibited Practices are defined as one or more of the following:

- (a) a "**Coercive Practice**" which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (b) a "**Collusive Practice**" which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (c) a "**Corrupt Practice**" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (d) a "**Fraudulent Practice**" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (e) a "**Misuse of the Bank's Resources or Bank Assets**" which means improper use of the Bank's Resources, committed either intentionally or through reckless disregard;
- (f) an "**Obstructive Practice**" which means
  - i. if the services are co-financed with the European Investment Bank as indicated in the **Data Sheet**, an Obstructive Practice which means (1) destroying, falsifying, altering or concealing of evidence material to the

investigation, or making false statements to investigators, with the intent to impede the investigation; (2) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (3) acts intended to impede the exercise of the Bank's contractual rights of audit or inspection or access to information;

ii. if the Services are not co-financed with the European Investment Bank, as indicated in the **Data Sheet**, (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank's investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information; and

(g) a "**Theft**" which means the misappropriation of property belonging to another party.

## 6. Eligibility

6.1. The Bank permits consultants (individuals and firms, including JVCA's and their individual members) from all countries to offer consulting services for Bank-financed projects, unless otherwise provided in the Data Sheet.

6.2. Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Data Sheet.

6.3. As an exception to the foregoing Clauses 6.1 and 6.2 above:

### a. Sanctions

6.3.1. A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with the EBRD's Enforcement Policies and Procedures ("EPP") shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

### b. Prohibitions

6.3.2. Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in the **Data Sheet** or:

(a) as a matter of law or official regulations, the Recipient's and/or Client's country prohibits commercial relations with that country, provided that the Bank is satisfied that such

exclusion does not preclude effective competition for the provision of Services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient's or Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**7. General Considerations**

7.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Failure to provide the information requested in the RFP may result in rejection of the Proposal.

**8. Cost of Preparation of Proposal**

8.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

**9. Language**

9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

**10. Only One Proposal**

10.1. The Consultant (including the individual members of any JVCA) shall submit only one Proposal, either in its own name or as part of a JVCA in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected. For the purpose of this Article a sub-consultant is not considered to be participating in a Proposal.

**11. Clarification and Amendment of the RFP**

11.1. The Consultant may request a clarification of any part of the RFP documents during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by electronic means as specified in the **Data Sheet**, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by electronic means, as specified in the **Data Sheet**, and will make written copies of the response (including an explanation of the query but without identifying its source) available to Consultants. Should the Client deem it necessary to amend the RFP documents as a result of a clarification, it shall do so following the procedure described below:

11.1.1. At any time before the Proposal submission deadline, the Client may amend the Notice and/ or the RFP by issuing an amendment in writing or by electronic means as specified in the **Data Sheet**. The amendment will be binding on all Consultants. The Consultants shall acknowledge receipt of all amendments sent in writing, if requested to do so.



11.1.2. If the amendment is substantial, the Client may extend the Proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

11.2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Proposal shall be accepted after the deadline.

## **12. Confidentiality**

12.1. From the time the Proposals are opened to the time that the Contract is awarded, the Consultant should not contact the Client on any matter related to its Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

12.2. Any attempt by the Consultant or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of the Bank's prevailing sanctions procedures.

12.3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it may do so only in writing or via the Electronic Procurement Platform, as applicable.

12.4. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Client wishes to contact the Consultant to request clarifications of any aspect of their Proposal it may do so only in writing or via the Electronic Procurement Platform, as applicable, providing reasonable time for the Consultant to submit a Proposal.

## **13. Documents Comprising the Proposal**

13.1. The Proposal shall comprise the documents and forms listed in the Data Sheet .

13.2. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 1.5.).

## **14. Validity of Proposals**

14.1. The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

14.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

14.3. If it is established that the Consultant knew, or should have known at the time of Proposal submission, that any Key Expert

nominated in the Consultant's Proposal would not be available to perform the Services or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

***a. Extension of Validity  
Period***

14.4. The Client will make its best effort to complete the evaluation and negotiations within the Proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

14.5. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

14.6. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

***b. Substitution of Key  
Experts at Validity  
Extension***

14.7. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

14.8. If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected, subject to the Bank's prior no objection.

***c. Sub-Contracting***

14.9. The Consultant shall not subcontract the whole of the Services, unless otherwise indicated in the **Data Sheet**.

**15. Preparation of  
Proposals – Specific  
Considerations**

15.1. While preparing the Proposal, the Consultant must give particular attention to the following:

15.1.1. If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a JVCA or as Sub-consultants.

15.1.2. The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

15.1.3. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of Proposals and decision for award in accordance with the procedure in the **Data Sheet**.



- 15.1.4. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. The total available budget, exclusive of indirect taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.
- 16. Format and Content of the Proposal**
- 16.1. A Technical Proposal shall not include any information on the price of the Services. A Technical Proposal containing information on the price of the Services shall be declared non-responsive.
- 16.2. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 1.4 of the RFP.
- 17. Financial Proposal**
- a. Price Adjustment*
- 17.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 1.5 of the RFP. It shall list all costs required by the RFP.
- 17.2. For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
- b. Taxes*
- 17.3. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country may be provided in the **Data Sheet but the onus remains with the Consultant to ascertain the taxes that will apply in the event of a contract.**
- c. Currency of Proposal*
- 17.4. The Consultant shall express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment*
- 17.5. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
- 18. Submission, Sealing, and Marking of Proposals**
- 18.1. The processes and procedures which apply to the submission and evaluation will follow the applicable evaluation method, stated in Section 2.1 of the **Data Sheet**.
- 18.2. The submission can be done by mail or by hand, or if specified in the Data Sheet, the Consultant shall submit its Proposal electronically in accordance with such instructions or processes as are provided by the Electronic Procurement Platform. In the event of inconsistencies between the requirements of the RFP and the requirements of the Electronic Procurement Platform, the requirements of the Electronic Procurement Platform shall take precedence.
- 18.3. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with the RFP and the requirements set out in the Data Sheet.

18.4. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal, and shall initial all pages of both, if submitted by mail or by hand. The authorization shall be in the form of a written power of attorney attached to the Proposal.

18.4.1. A Proposal submitted by a JVCA shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative and attached to the Proposal.

18.5. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.

18.6. The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18.7. The Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name and reference number of the assignment, the name and address of the Consultant, and with a warning "Do Not Open Before [*Consultant to insert the date and the time of the Proposal submission deadline*]".

18.8. If required in the Data Sheet, the Consultant shall submit their Technical Proposal and Financial Proposal under separate sealed envelopes, with the following modalities:

18.8.1. If required in the Data Sheet, the original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "Technical Proposal", where the Consultant shall mark the name and reference number of the assignment, the name and address of the Consultant, and with a warning "Do Not Open until [*Consultant to insert the date and the time of the Technical Proposal submission deadline*]."

18.8.2. If required in the Data Sheet, the original Financial Proposal (if required for the applicable selection method), submitted by mail or by hand, shall be placed inside of a sealed envelope clearly marked "Financial Proposal" followed by the name and reference number of the assignment, the name and address of the Consultant, and with a warning "Do Not Open With The Technical Proposal."

18.9. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

18.10. The Proposal or its modifications must be sent to the

address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

## 19. Opening of Proposals

19.1. The process for opening of Proposals submitted by mail or by hand shall be conducted in accordance with this Clause, and will depend on the applicable selection method. If Proposals are submitted electronically, the process for opening of Proposals shall be conducted in accordance with such instructions or processes as are provided by the Electronic Procurement Platform, in which case those shall take precedence over the provisions of this section.

19.2. The Client shall conduct the opening of the Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**).

If Financial Proposals are submitted in separate, sealed envelopes, in accordance with Clause 18.8 of the ITC, the envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.

19.3. At the opening of the Proposals the following shall be read out, or otherwise communicated: (i) the name and the country of the Consultant or, in case of a JVCA, the name of the JVCA, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal (if applicable); (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

## 20. Proposals Evaluation

20.1. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Proposals and any clarifications sought and received by the Client in accordance with Clause 12.4 of this ITC. The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted under Clause 11.2 of this ITC.

## 21. Evaluation of Technical Proposals

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

## 22. Financial Proposals for QBS

22.1. Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

**23. Public Opening of  
Financial Proposals (for  
QCBS, FBS, and LCS  
methods)**

22.2. If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23.1. If Financial Proposals are submitted in separate, sealed envelopes, in accordance with Clause 18.8 of the ITC, the opening process of Financial Proposals submitted by mail or by hand shall be conducted in accordance with this Section, and will depend on the applicable selection method. If Financial Proposals are submitted electronically, the opening process of Financial Proposals shall be conducted in accordance with such instructions or processes as are provided by the Electronic Procurement Platform, in which case those shall take precedence over the provisions of this section.

23.2. After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Technical Proposals were considered non-responsive to the RFP (including the TOR) or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as the scores obtained for the sub-criteria) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.3. The Financial Proposals shall be opened by the Client in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud or otherwise communicated. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

**24. Correction of  
Errors**

24.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

**a. Time-Based Contracts**

24.1.1. If a the Financial Proposal is time-based, in whole or in

part, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

***b. Lump-Sum Contracts***

24.1.2. If a the Financial Proposal is lump-sum based, in whole or in part, the Consultant is deemed to have included all prices in the Financial Proposal, or in the part that is lump-sum based, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause 25 of the ITC below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

**25. Taxes**

25.1. Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial Proposal, and, therefore, included in the evaluation.

25.2. Any local identifiable indirect taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income tax payable to the Client's country on the remuneration of non-resident Experts for the services rendered in the Client's country are dealt with in accordance with the instructions in the Data Sheet.

**26. Conversion to Single Currency**

26.1. For evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

**27. Combined Quality and Cost Evaluation**

***a. Quality- and Cost-Based Selection (QCBS)***

27.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

***b. Fixed-Budget Selection (FBS)***

27.2. In the case of FBS, those Proposals that exceed the budget indicated in Clause 15.1.3 of the **Data Sheet** shall be rejected.

27.3. The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the

Contract.

**c. Least-Cost Selection**

27.4. In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

**28. Negotiations**

28.1. Prior to contract negotiations, the Client shall notify all unsuccessful consultants of the results of the consultant selection process, identifying the name of the assignment and the following information: (i) name of each consultant whose financial proposals were opened; (ii) combined technical and financial scores of all consultants whose financial proposals were opened (iii) prices of financial proposals as read out at financial proposal opening; (iv) if applicable, an explanation why the evaluated price differs from the price of the evaluated proposal; and (v) name of the winning consultant, and the evaluated contract price, as well as the duration and summary scope of the contract signed. At the same time, the Client shall also arrange for the publication of the above information on the Bank's website.

Where the electronic procurement platform is used, publication is made upon completion of the selection process, prior to contract negotiations.

28.2. The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.3. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

28.4 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.5. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

**a. Availability of Key  
Experts**

28. 6. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 14 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.7. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a



substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

**b. Technical negotiations**

28.8. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

**c. Financial negotiations**

28.9. The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.10. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

In the case of a Time-Based (in whole or in part) contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.

28.11. The Consultant shall furnish the Client with details of the bank account(s) that the Consultant proposes to use for the purpose of receiving payments due under the Contract.

**29. Conclusion of Negotiations**

29.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate the Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

**30. Award of Contract**

30.1. After completing the negotiations the Client shall obtain the Bank's no-objection to the negotiated draft Contract, if applicable and sign the Contract.

30.2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

## DATA SHEET

### ITC Clause Reference

- 1.ix** For the purposes of this assignment, "Consultant" means an individual with professional knowledge and experience who may provide or provides the Services to the Client under the Contract.
- 2.1** Name of the Client: **Agency "Kommunkhizmat" under the Ministry of Housing and Communal Services of the Republic of Uzbekistan.**
- Method of evaluation: Selection based on Consultant's Qualification at a Fixed Budget (FBS) as per **Applicable Guidelines**: EBRD Procurement Policies and Rules ("PP&R") dated November 2017 and the Guidelines for Clients Managing Donor or Loan Funded Consultancy Assignments.
- 2.2** Procurement method: **Single Stage Open Competitive Selection – Request for Proposal.**
- Financial Proposal to be submitted together with Technical Proposal: **YES**
- The name of the assignment is: ***Individual consultants' services for the Project Implementation Unit for Municipal Infrastructure Projects in Tashkent, Namangan and Horezm.***
- The procurement will be undertaken using the Electronic Procurement Platform: **NO**
- 2.3** A pre-response conference will be held: **NO**
- 2.4** The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: **NOT APPLICABLE**
- 4.1** **NOT APPLICABLE**
- 6.1 и 6.2** **NO SUPPLEMENTS**
- 6.3.1** A list of debarred firms and individuals is available at the Bank's external website: <http://www.ebrd.com/pages/about/integrity/list.shtml>
- 6.3.2** **NO SUPPLEMENTS**
- 9.1** This RFP has been issued in the *Russian and English*.
- Consultants from CIS countries provide their Proposals in Russian with obligatory translation into English. In this case the Russian version prevails.
- Other Consultants provide their Proposals in English with obligatory translation into Russian. In this case the English version prevails.
- All documentation and correspondence under this selection must be submitted in Russian and English.
- The Bank will determine on the basis of such English language documentation whether procurement has been carried out in accordance with the agreed procedures
- 10.1** Participation of Sub-consultants, Key Experts and Non-Key Experts in more



**ITC Clause  
Reference**

than one Proposal is permissible: submission of proposals from individual consultants for several positions is allowed.

- 11.1** Clarifications may be requested no later than **10 days** prior to the submission deadline.

The contact information for requesting clarifications is:

**Agency "Kommunkhizmat" under the Ministry of Housing and Communal Services of the Republic of Uzbekistan**

Address: *1 Niyozbek Yuli street, Tashkent City, 100035, Uzbekistan*

Contact person: **Makhsud Isamiddinov**

Tel.: +998 (71) 234 4329

E-mail: monitoring.kommunkhizmat@mail.ru

The following electronic means shall be used for requesting clarifications:

E-mail: **YES**

Electronic Procurement Platform: **NO**.

The following electronic means shall be used for providing updates to the RFP:

Updates to the Procurement Notice: **YES**

Electronic Procurement Platform: **NO**.

- 14.1** Proposals must remain valid for 90 calendar days after the proposal submission deadline (i.e., until: **"02" October, 2019**).

**15.1.1 NOT APPLICABLE**

**15.1.2 NOT APPLICABLE**

**15.1.3 NOT APPLICABLE**

**15.1.4** Budget estimation of the assignment:

Monthly rates in USD, including personal income tax, by positions, are following:

<b>№</b>	<b>Position</b>	<b>Rate 100%</b>
1.	Project Coordinator for district heating - General Director of PIU	1400
2.	Project Coordinator for Water Supply - Deputy of General Director of PIU	1200
3.	Project Monitoring Specialist	900
4.	Design Engineer / Specialist in Hydro Modeling of Heat Supply Systems (0,5 rate – 450 USD)	900
5.	Engineer for the generation of electricity (gas turbines and solar panels) (0,5 rate – 450 USD)	900
6.	Water and Waste Water Engineer	900

**ITC Clause  
Reference**

- |    |                                     |     |
|----|-------------------------------------|-----|
| 7. | Automation Technician               | 900 |
| 8. | Procurement and Contract Specialist | 900 |

The reimbursable expenses also are included in the Contract Price in accordance with the list specified in the TOR and the amounts specified in Form FIN-3.

Contracts with Individual Consultants will be concluded for a period of one year with the possibility of annual extension without tender. The maximum duration of contracts is 5 years.

Proposals exceeding the specified rates will be rejected.

- 16.2** The format of the Technical Proposal to be submitted is: **STP**  
Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
- 17.1** The list of costs is in accordance with the form FIN-3.
- 17.2** A price adjustment provision applies to remuneration rates: **NO**
- 17.3** For Consultants - residents of the Republic of Uzbekistan, the Client is responsible for paying 12% of personal income tax, which is included in the rate of the individual Consultant, and 12% of the unified social payment. Other individual Consultants must determine what tax liability they have in the country of the Client.
- 17.4** The Financial Proposal shall be stated in the following currencies or currencies: **USD**
- 17.5** For residents of the Republic of Uzbekistan, payment will be made in **UZS** at the exchange rate of the Central Bank of the Republic of Uzbekistan <http://cbu.uz> in accordance with the terms of the Consultancy Contract.
- 18.2** The Consultants shall not have the option of submitting their Proposals electronically.
- 18.3** The Technical Proposal shall comprise the following documents:  
**For SIMPLIFIED TECHNICAL PROPOSAL (STP):**  
**1st Inner Envelope with the Technical Proposal:**  
(1) TECH-1  
(2) TECH-6  
(3) Any other materials and documents are welcome: articles, reference letters, press reports, etc.

The Financial Proposal shall comprise the following documents:

**2nd Inner Envelope with the Financial Proposal:**

- (1) FIN-1
- (2) FIN-2

**ITC Clause  
Reference**

(3) FIN-3

- 18.6** Consultants from the CIS countries should submit:
- (a) Technical Proposal: one original and two copies in Russian and one copy of the translation into English;
  - (b) Financial Proposal: one original in Russian and one copy of the translation into English.
- Other Consultants must submit:
- (a) Technical Proposal: one original in English and three copies of the translation into Russian;
  - (b) Financial Proposal: one original in English and one copy of the translation into Russian.
- Additionally the Technical and Financial Proposals shall be submitted in a complete set of scanned Russian and English versions on USB flash drive (1 pcs.) or CD/DVD in the PDF format. Electronic submission shall be a scan of the hard original and its translation.
- 18.8** The Consultant will submit his Technical Proposal and Financial Proposal in one sealed envelope.
- 18.10** The Proposals must be submitted no later than:  
Date: **"03" July, 2019**  
Time: 11:00 (local time)
- The Proposal submission address is:  
**Agency "Kommunkhizmat" under the Ministry of Housing and Communal Services of the Republic of Uzbekistan**  
*1 Niyozbek Yuli street, Tashkent City, 100035, Uzbekistan*  
Contact person: **Makhsud Isamiddinov**  
Tel.: +998 (71) 234 4329
- 19.1** The opening shall take place at the address of the Proposals submission.  
Date: **"03" July, 2019**  
Time: 11:00 (local time)
- 19.3** In addition, the following information will be read aloud at the opening of the Proposals:  
Details of the Financial Proposal - monthly rate, reimbursable expenses.
- 23.** **NOT APPLICABLE**
- 25.2** For evaluation purposes, such taxes are deemed included in the Financial Proposal of the Consultant nonresident.
- 26.1** The single currency for evaluation purpose: **USD**

**ITC Clause  
Reference**

The source of exchange rate shall be: exchange rates (cross rates), published on the site <http://cbu.uz> of the Central Bank of Republic of Uzbekistan.

The date for the exchange rate shall be: the date, indicated in Data Sheet, para 19.1, if the exchange rate is not be published for any reason during this day, the exchange rate published during the previous operating day will be used.

**27.1**

**NOT APPLICABLE**

**28.1**

Expected date and address for contract negotiations: To Be Determined after the completion of the evaluation of proposals

**30.2**

Expected date for the commencement of the Services: *September-October 2019* in Tashkent

### Section 1.3 – Evaluation Criteria

The following criteria and weighting factors will be applied during the evaluation of the Technical Proposals:

Criteria	Weight	Min. Technical Score (% of max.)
<b>(a) Consultant's relevant professional experience:</b> experience in similar assignments 50% experience in similar locations 50%	<b>15</b>	
<b>(b) Quality of the methodology proposed for the Assignment:</b>  NOT APPLICABLE		
<b>(c) Qualifications of Consultant:</b> general qualifications 30% specific experience and expertise related to their task 50% IT capability 20%	<b>70</b>	<b>75</b>
<b>(d) Other factors</b> English and Russian languages 100%	<b>15</b>	<b>75</b>
<b>TOTAL</b>	<b>100</b>	<b>75</b>

The minimum technical score (St) required to pass is: **75**

## Section 1.4. Technical Proposal– Standard Forms

### Form TECH-1 Technical Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

RFP No.: [insert number of RFP]

RFP Name: [insert name of Assignment<sup>2</sup>]

Dear Sirs:

We<sup>3</sup>, the undersigned, offer to provide the consulting services for the above assignment in accordance with the Request for Proposal documents, and our Proposal.

*{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with:*

Lead Member: [Full name, legal address, authorized representative]

Members: [Full name, legal address, authorized representative]

We have attached a copy [insert: “of our letter of intent to form a joint venture” or, if a JVCA is already formed, “of the JVCA agreement”] signed by every participating member, which details the likely legal structure of and the confirmation of joint and several liability of the members of the said joint venture.

AND/OR

*If your Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.} }*

We acknowledge that Attachment 1 to this Technical Proposal: “Covenant of Integrity – Consultant Contact Sheet”, forms part of this Technical Proposal.

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in Clause 14.1 of the ITC.

(c) We have no conflict of interest in accordance with Clause 3 of the ITC.

(d) We meet the eligibility requirements as stated in Clause 6 of the ITC, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to prohibited practices as per Clause 5 of the ITC.

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<sup>2</sup> Indicate also the name of the position in accordance with the TOR for which the proposal is submitted. In the case of submission to several positions, separate proposals for each position should be prepared.

<sup>3</sup> In the case of an individual Consultant, “we” is replaced by “I,” the plural is replaced by a single.

(e) Except as stated in the Clause 14.7 of the ITC, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in Clause 14 of the ITC and Clause 28.4 of the ITC may lead to the termination of Contract negotiations.

(f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the ITC.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

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

Name of Consultant (company's name or JVCA's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

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

Contact information (phone and e-mail): \_\_\_\_\_

*{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.}*

*{Where the Electronic Procurement Platform is used, the signed form and attachment shall be uploaded to the platform.}*

**Attachment 1 to Proposal:**

**Covenant of Integrity – Consultant Contact Sheet**

To: \_\_\_\_\_ (insert name of Recipient/Client) \_\_\_\_\_

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners, consultants or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the consultant selection process or in the execution or supply of any works, goods or services for [insert the name of the Contract] (the “Contract”) and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the consultant selection process and, if we are successful with our Expression of Interest, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

(i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any tendering or competitive selection process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;

(ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice;

(iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, are not prohibited from participation in a tendering or competitive selection procedure on the grounds of having been found by the final judgement of a judicial process or a finding by the enforcement (or similar) mechanism of another international organisation to have engaged in a Prohibited Practice;

(iv) we, our subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles i) ii) iii) or (iv) in the box below.

Name of Entity Required to be Disclosed	Reason Disclosure is Required <sup>4</sup>
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For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

(i) a **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;

(ii) a **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iii) a **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

<sup>4</sup> For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the consultant selection process for this Contract.



(iv) a **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) a **Misuse of the Bank's Resources or Bank Assets** which means improper use of the Bank's Resources or Bank's Assets, committed either knowingly or recklessly;

(vi) an **Obstructive Practice** which means (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank's investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information; and

(vii) a **Theft** which means the misappropriation of property belonging to another party.

Following the submission of our Expression of Interest, we grant the project financier, the Bank and/or persons appointed by them, the right of inspection of our, and any proposed subcontractors, accounts and records and permission to have any such accounts and records audited by auditors appointed by the Bank, if required by the Bank. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

We further declare that no affiliate of the Recipient/Client is participating in our Expression of Interest in any capacity whatsoever.

Name: \_\_\_\_\_  
In the capacity of: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Duly authorised to sign for and on behalf of: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contact Sheet**

<b>Full legal name of Lead Organisation/ Individual:</b>	
<b>Trading Name</b> (if different from above):	
<b>Country of Registration:</b>	
<b>Address of registered office:</b>	
<b>Postal address</b> (if different from above):	
<b>Telephone number</b> (including country code):	
<b>Fax number</b> (including country code):	
<b>Main contact person for this Expression of Interest:</b>	
<b>Main contact person's position in the Organisation:</b>	
<b>Contact person's email address:</b>	
<b>Alternate contact person:</b>	
<b>Alternative E-mail:</b>	
<b>Website of the Organisation:</b>	

**Important Notes:**

*Any change in the addresses, phone numbers, fax numbers and in particular e-mail addresses, must be notified in writing to the Recipient/Client. The Recipient/Client will not be held responsible in the event that they cannot contact the Consultant using any of the above details. It is the sole responsibility of the Consultant to ensure that it monitors its telephone and fax numbers and its postal and e-mail addresses.*

*In particular, the Recipient/Client shall proceed on the assumption that the e-mail address(es) is constantly monitored, that your security settings permit the Recipient/Client's e-mails to be received and that the e-mail address is capable of receiving attachments (particularly PDF and Microsoft Word).*

**Form TECH-2 (for Full Technical Proposal Only) Consultant's Organization and Experience**

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

<p><b>A - Consultant</b> {1. Provide venture – o</p> <p><b>B - Consultant</b> 1. List only 2. List only one of the j or through Consultant' should be p if so reques</p>	<p><b>NOT APPLICABLE</b></p>				<p>se of a joint</p> <p>pany or was ng privately t that of the e Consultant d references</p>
<p><b>Duration</b></p>	<p>on the gnment</p>				
<p>{e.g., Jan.2009– Apr.2010}</p>	<p>designed master plan for rationalization of .....; }</p>			<p>lead partner &amp;B&amp;C}</p>	
<p>{e.g., Jan- May 2008}</p>	<p>{e.g., “Support to sub- national government.....” : drafted secondary level regulations on.....}</p>	<p>{e.g., municipality of....., country}</p>	<p>{e.g., US\$0.2 mil/US\$0.2 mil}</p>	<p>{e.g., sole Consultant}</p>	

**Form TECH-3 (for Full Technical Proposal Only) Comments and Suggestions on the Terms of Reference, Counterpart Staff and Facilities to be provided by the Client**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment, and on requirements for counterpart staff and facilities which are provided by the Client, including: adminis

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**B - On Counterpart Staff and Facilities**

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

**Form TECH-4 (for Full Technical Proposal Only) Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference**

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

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methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff }

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**Form TECH-4 (for Simplified Technical Proposal Only) Description of Approach,  
Methodology and Work Plan for Performing the Assignment**

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of training as a specific

{Suggested structure}

a) **Technical**  
understanding of  
approach, and the  
degree of detail of  
the TORs in here.

b) **Work Plan**  
assignment, their  
Client), and tentative  
approach and me  
plan and work schedule  
to be delivered at  
Schedule Form.}

c) **Comments**  
modifications or  
or proposing a  
incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

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**Form TECH-5 Work Schedule and Planning for Deliverables**



№	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	....	n	TOTAL
<b>D-1</b>	<i>{e.g., Deliverable #1: Rep</i>	<b>NOT APPLICABLE</b>											
	<i>1) data collection</i>												
	<i>2) drafting</i>												
	<i>3) inception report</i>												
	<i>4) incorporating comment</i>												
	<i>5) .....</i>												
	<i>6) delivery of final report</i>												
<b>D-2</b>	<i>{e.g., Deliverable #2:.....</i>												
<b>n</b>													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

**Form TECH-6 Team Composition, Assignment and Key Experts' inputs**

№	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)												
		Position		D-1	D-2	D-3	.....	D-...				Home	Field	Total										
<b>KEY EXPERTS</b>																								
K-1	{e.g., Mr. Abbbb}	[Team]	[Home]	[2 month]	[1,0]	[1,0]																		
K-2		<b>NOT APPLICABLE</b>																						
n																								
<b>NON-KEY EXPERTS</b>																								
N-1																								
N-2																								
n																								
												<b>Subtotal</b>												
												<b>Total</b>												

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

 Full time input  
 Part time input



**Form TECH-6 CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	<i>{e.g., K-1, TEAM LEADER}</i>
<b>Name of Expert:</b>	<i>{Insert full name}</i>
<b>Date of Birth:</b>	<i>{day/month/year}</i>
<b>Country of Citizenship/Residence</b>	

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

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

<b>Period</b>	<b>Employing organization and your title/position. Contact infor for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
<i>[e.g., May 2005-present]</i>	<i>[e.g., Ministry of ... .., advisor/consultant to...  For references: Tel... .. /e-mail... ..; Mr. Hbbbb, deputy minister]</i>		

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

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**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
<i>{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}</i>	


**Expert's contact information:** (e-mail....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

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*Name of Expert*

*Signature*

*Date*

{day/month/year}

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*Name of authorized  
Representative of the Consultant  
(the same who signs the Proposal)*

*Signature*

*Date*

### **Section 1.5 Financial Proposal - Standard Forms**

*{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs

**Form FIN-1 Financial Proposal Submission Form**

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We<sup>5</sup>, the undersigned, offer to provide the consulting services for [Insert title of assignment<sup>6</sup>] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is <sup>7</sup>for the amount of [Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures], [Insert "including" or "excluding"] of all indirect local taxes in accordance with the requirements of the RFP. The estimated amount of local indirect taxes is [Insert currency] [Insert amount in words and figures] which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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.

Commissions, gratuities, or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agent(s) / Other Party	Amount and Currency	Purpose

{If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."}

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

We remain, Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
In the capacity of: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

<sup>5</sup> In the case of an individual Consultant, "we" is replaced by "I," the plural is replaced by a single.

<sup>6</sup> Indicate also the name of the position in accordance with the TOR for which the proposal is submitted. In the case of submission to several positions, separate proposals for each position should be prepared.

<sup>7</sup> Until the end of the sentence, replace with the following: "at the monthly rate (indicate the value, including personal income tax, in numbers, in words and currency in accordance with Clause 15.1.4 of the Data Sheet) and the reimbursable costs in the amount (specify in figures in words, in currencies and currency in accordance with Form FIN-2), including all local indirect taxes in accordance with the requirements of the RFP."

**Form FIN-2 Summary of Costs**

(i) <b>Статья</b>	<b>Cost</b>			
	{Consultant must state the proposed Costs in accordance with <b>the Data Sheet</b> ; delete columns which are not used}			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required in the Data Sheet}</i>
<b>Cost of the Financial Proposal</b>				
Including:				
<b>(1) Remuneration</b> <sup>8</sup>				
<b>(2) [Reimbursables]</b>				
<b>Total Cost of the Financial Proposal:</b> <i>{Should match the amount in Form FIN-1}</i>				
<b>Indirect Local Tax Estimates<sup>9</sup> – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(i) {insert type of tax. e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<u>Total Estimate for Indirect Local Tax:</u>				

**Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 17.5). In the case of Lump-Sum contracts, a breakdown of the Remuneration and Reimbursables is not required.**

<sup>8</sup> Monthly rate of Individual Consultant

<sup>9</sup> Based on Monthly rate of Individual Consultant

**Form FIN-3 Breakdown of Costs**

(All amounts to be exclusive of indirect taxes, including VAT, which may be chargeable by the Consultant)

[Assignment Title]

[USD]

**1. Fees \*:**

Name of Expert	Job Title	Working Period, units	In the Field	In Home Office	Total Period	Expert Rate	Total
		month	1	0	1		
<b>Total Fees:</b>							

**2. Per Diem Allowance \*\*:**

Place	Rate Period	Number	Per Diem	Total
	night	5	100	500
<b>Total:</b>				<b>500</b>

**REIMBURSABLE EXPENSES \*\*\***

**3. Air Travel: (Full Economy Class or Equivalent))**

Routing	Air Fare	No. of Flights	Total
Tashkent – Point of destination - Tashkent	250	2	500
<b>Total:</b>			<b>500</b>

**4. Local Travel**

(Travel from home to departure airport and return, and reasonable local travel when abroad.)

Journey	Cost	No. of Journeys	Total
Travel from home to departure airport and return, and reasonable local travel when abroad.	25	4	100
<b>Total Local Travel:</b>			<b>100</b>

**5. Miscellaneous:**

Name	Description, quantity, etc.	Total
PC	1	600
Software	set	500
Printer MFP	3-4 total for PIU	150
<b>Total:</b>		<b>1250</b>

**6. Contingencies:**

utilisation only after prior approval in writing by the Bank	500
<b>TOTAL:</b>	<b>Not applicable</b>

\* For individual Consultants it includes salary, taxes for individuals and the overhead of an individual consultant, including for non-residents the cost of living in the country of the Client. For legal entities it includes staff salaries, social charges, income tax, overheads of the company (office rent, equipment, administrative expenses, etc.)

\*\* The daily allowance includes food, accommodation and local transportation. Daily allowances are indicated for each night outside the office for the maximum period of the Contract, i.e. 5 years. Daily subsistence allowance limits are set by the EU ([http://ec.europa.eu/europeaid/work/procedures/implementation/per\\_diems/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/index_en.htm)) if the job is funded by the EU, otherwise the rate accepted by the UN ([http://icsc.un.org/sal\\_dsa.asp](http://icsc.un.org/sal_dsa.asp)) (in Uzbekistan - 70 USD per night for non-residents, for residents in accordance with local legislation, but not above the specified rate).

\*\*\* May include indirect taxes, such as VAT, that are not deductible from payments to a consultant.

## PART II REQUIREMENTS

### Section 2.1. TERMS OF REFERENCE

#### 2.1.1 INTRODUCTION

The Republic of Uzbekistan received five loans from the European Bank for Reconstruction and Development (“EBRD” or “Bank”) to finance the modernization of heat, water and wastewater systems in the cities of Tashkent, Namangan and Horezm for a total amount of USD 300 million.

#### **1. Tashkent District Heating - Tashtploenergo (\$100 mln.) and Tashtplocentral (\$50 mln.)**

These projects provide for upgrading and improving the efficiency of the central district heating system by upgrading heat transfer systems, heat supply pipelines, upgrading / introducing automated local and large boiler houses (9 tenders) for Tashtploenergo and modernizing large boiler houses (4 tenders) for Tashtplotsentral, including installing gas turbines to generate electricity and heat energy. These two projects are closely interrelated in nature - a single urban complex is being modernized, therefore a single coordinated approach to their implementation is crucial. First of all, this concerns the development of the General Scheme of heat supply for the city of Tashkent or its truncated analogue (optimization of heat generation and transportation taking into account long-term plans for the development of the city). This implies a significant amount of engineering surveys, hydro modeling and design work. On the basis of the General Scheme, it will be necessary to develop the design and estimate documentation for the modernization of heat supply networks. Variants of development of design and estimate documentation (contractors or Employer) are also possible within the framework of contracts for the installation of solar batteries, roof boiler houses, for the installation of gas turbines, automation systems, etc. From a technical, economic and organizational point of view, the management of these two projects should be integrated into one. This will allow to implement both projects on the basis of a single coordinated approach, taking into account the interests of the entire city.

#### **2. Water Improvement of Tashkent (\$30 mln.), Namangan (\$60 mln.) and Horezm (\$60 mln.)**

*Tashkent* The project basically involves replacing existing equipment with more efficient (5 tenders): electric constipation, pressure regulators, pumps and control cabinets, equipment for filtering stations, laboratory equipment, equipment and special machinery for operation and maintenance. There is another works contract (+ 1 tender) for the new construction of the Karakamish sewer collector with the WWPS. The planned route must pass through existing private ownership. For this contract it is assumed the development of design and estimate documentation.

*Namangan* The project includes a total of 13 tenders. Of these, 6 tenders will be conducted using contracts based on the Red or Yellow FIDIC books (development of design estimates, either by the Employer or the Contractor, respectively), including the implementation of the SCADA system, reconstruction / construction of water intakes, pumping stations, sewage treatment plants, water supply pipelines and water purification systems. The remaining tenders are held as procurement of goods: software for hydraulic modeling, laboratory equipment, equipment for maintenance and repair, special vehicles, electric constipation, water meters, equipment for chlorination.



*Horezm* The project includes a total of 10 tenders. Of these, 5 tenders will be conducted using contracts based on the Red or Yellow FIDIC books, including the implementation of the SCADA system, reconstruction / construction of water intakes, pumping stations, sewage treatment plants, water treatment systems. The remaining tenders are held as the procurement of the Goods: software for hydraulic modeling, equipment for maintenance and repair, special vehicles, electric constipation, water meters.

The implementation of all five projects will be carried out by the united Project Implementation Unit (PIU), which is created by the Agency "Kommunkhizmat" under the Ministry of Housing and Communal Services of the Republic of Uzbekistan ("MinZhKO").

MinZhKO and the Bank intend to hire individual consultants to work in the PIU for the implementation of the above-listed Projects.

### **2.1.2 ORGANIZATIONAL STRUCTURE OF THE PROJECTS MANAGEMENT**

1. The Loan Agreements from the Republic of Uzbekistan were signed by the Ministry of Finance (the "MinFin").
2. Urban utilities for heat and water in the cities of Tashkent, Namangan and Horezm sign Subsidiary Agreements with the MinFin. Based on which, they are the Beneficiaries of the Projects and undertake financial obligations in accordance with the Loan Agreements. In addition, the Beneficiaries have signed Project Support Agreements with the EBRD.
3. On the basis of the Decree of the Government of the Republic of Uzbekistan, the executive authority responsible for the implementation of the projects is the MinZhKO, to which the Ministry of Finance transfers part of its authority to implement Projects.
4. On the basis of this Decree and the Loan Agreements, the MinZhKO creates a separate legal entity in its direct subordination: the Project Implementation Unit (PIU), which will provide direct management of the implementation of the Projects.
5. The selection of the PIU staff is conducted through the EBRD's tender procedures, as a result of which contracts with individual consultants will be concluded.
6. For each of the five Projects, there is a selection of consulting companies ("Consultants for the PIU support") who will support the PIU in the implementation of the Projects, the development of design documentation and perform the functions of technical supervision.

### **2.1.3 PIU's PROJECT MANAGEMENT FUNCTIONS**

#### **2.1.3.1 General functions**

1. Ensuring the timely implementation of Projects, the adoption of all measures necessary to achieve their goals in accordance with the laws of the Republic of Uzbekistan, Loan Agreements, EBRD Guidelines and MinZhKO and MinFin instructions;
2. Assistance to the EBRD, the MinZhKO, the MinFin, the Beneficiaries, state executive authorities, city administrations in coordinating the work on the implementation of the Projects.
3. Coordination of the work of the units and specialists of the PIU, as well as of the Consultants for the PIU support involved in the implementation of the Projects.

4. Assisting the MinZhKO and the MinFin in fulfilling the terms of entry into force of the Loan Agreements.
5. Assisting the MinZhKO and the MinFin in the fulfillment of other obligations under the Loan Agreements.
6. Monitoring the implementation of the Project Support Agreements.
7. Organization and holding of workshops on the Projects implementation, participation in meetings organized by other parties.

#### **2.1.3.2 Technical support**

1. Coordination of work with Consultants for the PIU support on technical issues of the Project implementation.
2. Participation in the assessment of the necessary of design and survey works and their scope.
3. Participation in identification and assistance in obtaining the necessary documents (title documents for land plots, survey reports, technical conditions, traces, etc.) and permits required for carrying out design and survey and contract work.
4. Participation in identification and in development of relevant requirements for the required certification documentation for the goods and equipment supplied, as well as for the required licenses and permits for the work.
5. Data collection, preparation and coordination of quantitative indicators and technical requirements for equipment, works and services procured under the Projects with the Beneficiaries and the MinZhKO.
6. Participation in the development of qualification requirements for tenderers and the technical part of the tender documentation.
7. Participation on technical issues at the stages of tender processes and contracts administration.
8. Participation in the verification of reports, acts and invoices submitted by suppliers, contractors and consultants for work performed and equipment supplied.
9. Participation in the testing and commissioning of facilities and equipment purchased under the Projects.
10. Data collection and submission of technical materials required for reporting or at the request of the EBRD and external organizations.

#### **2.1.3.3 Procurement and contracts administration**

1. Coordination of work with Consultants for PIU support in terms of procurement procedures and contracts administration.
2. Assistance in the organization and work of the Evaluation Commissions on Projects.
3. Preparation of annual procurement plans for Projects and control over their implementation.
4. Coordination of annual procurement plans with the Beneficiaries, MinZhKO and EBRD.
5. Organization and holding of tenders in accordance with the approved procurement plans according to the rules of the EBRD.

6. Participation in the evaluation of received tenders for goods, works and services.
7. Participation in the work of the Evaluation Commissions.
8. Participation in the coordination of evaluation results with the Bank.
9. Participation in the preparation of contracts and negotiations with the winning contractors, suppliers and consultants.
10. Submission of agreed contracts for signing in the MinZhKO.
11. Administration of signed contracts with suppliers, contractors and consultants.
12. Assistance in the transfer of work performed and the equipment supplied to the Beneficiaries.

#### **2.1.3.4 Project Reporting**

1. Data Collection on indicators of Project implementation, their analysis and the development of corrective measures.
2. Preparation of annual social and environmental reports in accordance with the Loan Agreements Section 3.06 (a), (b).
3. Preparation of semi-annual reports in terms of Project implementation indicators, in accordance with the Loan Agreements Section 3.06 (c).
4. Assist Beneficiaries in preparing reports in accordance with the Agreements.
5. Preparation and submission of necessary data and documents at the request of the EBRD.
6. Preparation and submission of reports and reference materials to the supervising state authorities of the Republic of Uzbekistan.

#### **2.1.3.5 Financial monitoring and management**

1. Coordination of work with Consultants for PIU support in the financial issues of Projects implementation.
2. Preparation and coordination of annual budgets for Projects and budgets for the operating costs of PIU (individual consultants).
3. Control over the implementation of budgets for Projects and the budget of the PIU (individual consultants).
4. Maintaining financial accounting of Project funds and preparation of financial reports in accordance with the Loan Agreements Section 3.07.
5. Verification in the financial part of the reports, acts and invoices submitted by suppliers, contractors and consultants for work performed and equipment supplied.
6. Monitoring of payments under contracts.
7. Opening and maintaining a Special Account for payments under contracts with individual consultants - employees of the PIU.
8. Preparation of applications to the EBRD for withdrawal of funds from Projects accounts for the payment of invoices of contractors, suppliers and consultants.
9. Preparation of applications to the EBRD for withdrawal of funds from Projects accounts for replenishment of the Special Account.

10. Accounting of PIU and off-balance sheet accounting of Project funds.
11. Accounting and storage of bank guarantees or collateral amounts provided by tenderers, contractors and suppliers as securities.
12. Conduct an audit of the financial statements of the PIU (if required).
13. Monitoring and preparation of the necessary documents to ensure the obligations of the loans service.
14. Preparation of the necessary materials to verify the implementation of Projects by representatives of the EBRD.
15. Preparation and submission of reports and reference materials to the supervising state authorities of the Republic of Uzbekistan..

#### **2.1.3.6 Other**

Perform any other functions that ensure the implementation of the Projects, in accordance with the legislation of the Republic of Uzbekistan, Loan Agreements, instructions of the MinZhKO and the MinFin.

#### ***2.1.4 The role of Consultants for PIU support***

For each of the five Projects it is envisaged that the PIU will be assisted by the Consultant for PIU support. The Terms of Reference of these Consultants will provide for their duty to assist the PIU in all management functions listed in clause 2.1.3 above.

In addition, the Consultants for PIU support will directly perform design and survey work and hydro-modeling (where required), perform the functions of an Engineer under FIDIC contracts and carry out technical supervision of the work being done.

It is assumed that one consultant will be hired for two Heat District Projects.

The selection of Consultants for PIU support will be carried out according to the competitive procedure of the EBRD “One-stage open tender”, the selection by quality and cost (“QCBS”)

#### ***2.1.5 PIU Staff***

The PIU includes the following specialists (the specialists have already been hired for positions marked by “\*”).

##### **2.1.5.1 Tashkent District Heating – Tashteploenergo and Tashteplocentral**

<b>Position</b>	<b>Q-ty of staff</b>
Project Coordinator for district heating – General Director of PIU	1
Project Monitoring Specialist	1
Heating engineer (transportation and generation)	1 *)
Design Engineer / Specialist in Hydro Modeling of Heat Supply Systems	0,5
Engineer for the generation of electricity (gas turbines and solar panels)	0,5

Procurement and Contract Specialist	1
Financial Specialist / Accountant	1 *)
<b>TOTAL:</b>	<b>6</b>

#### **2.1.5.2 Water Improvement of Tashkent, Namangan and Horezm**

<b>Position</b>	<b>Q-ty of staff</b>
Project Coordinator for Water Supply - Deputy of General Director of PIU	1
Water and Waste Water Engineer	2
Automation Technician	1
Procurement and Contract Specialist	1
Lead Financial Specialist / Chief Accountant	1 *)
Financial Specialist / Accountant	1 *)
<b>TOTAL:</b>	<b>7</b>

#### ***2.1.6 Job responsibilities and qualification requirements for the staff of PIU***

##### **2.1.6.1 Project Coordinator for District heating - General Director of PIU**

Job Duties.

1. Performance of the functions of the General Director in accordance with the Charter of the PIU and the legislation of the Republic of Uzbekistan. General planning and management of the PIU.
2. Provision of functions for the implementation of District heating system development projects in the city of Tashkent: Tashteploenergo and Tashteplocentral in accordance with clauses 2.1.3.1 and 2.1.3.4 of this Terms of Reference.
3. Participation and control over the implementation of other Project management functions listed in clause 2.1.3.
4. Planning and directing the work of PIU employees involved in the implementation of District heating projects to ensure the efficient use of human resources and loan funds. The list of such employees is given in clause 2.1.5.1.
5. Ensuring compliance with the requirements of labor legislation and the conditions of individual consulting contracts with the staff of the PIU.
6. Preparation and justification of decisions on the extension / non-extension of individual consulting contracts with the staff of the PIU.
7. Fulfillment of instructions and orders of the authorized representative of the MinZhKO for the implementation of Projects.
8. Representation of the PIU within its competence in relations with the EBRD, government, private and public organizations.

9. Ensuring the most efficient use of project funds, human resources, the organization of efficient use of working time, the development and implementation of the necessary administrative and working measures for these purposes.
10. Implementation of other responsibilities for the management and organization of the necessary work to ensure the implementation of projects in accordance with the laws of the Republic of Uzbekistan, Loan Agreements, EBRD Guidelines and MinZhKO and MinFin instructions.

Qualification requirements.

(a) Consultant's relevant professional experience:

Successful experience in performing similar assignments - work on the leadership / coordination of IFO projects for at least 5 years.

Experience in regions similar in terms of conditions - at least 5 years.

(c) Qualifications of Consultant:

General qualifications - higher technical or economic education, the total work experience of at least 10 years.

Special experience and expertise related to the tasks performed - work in the municipal infrastructure system for at least 5 years.

Computer skills - Confident user, knowledge of Windows, Word, Excel, Projects, Acrobat, PowerPoint, Internet, E-mail.

(d) Other factors

Knowledge of English and Russian is required.

**2.1.6.2 Project Coordinator for Water Improvement - Deputy of General Director of PIU**

Job Duties.

1. Performance of the functions of the Deputy General Director in accordance with the Charter of the PIU and the legislation of the Republic of Uzbekistan. Replacement of the General Director during his absence in accordance with his order.
2. Provision of functions for the implementation of Water Improvement Projects for Tashkent, Namangan and Horezm in accordance with clauses 2.1.3.1 and 2.1.3.4 of this Terms of Reference.
3. Participation and control over the implementation of other Project management functions listed in clause 2.1.3.
4. Planning and directing the work of PIU employees involved in the implementation of Water Improvement projects to ensure the efficient use of human resources and loan funds. The list of such subordinate employees is given in clause 2.1.5.2.
5. Ensuring compliance with the requirements of labor legislation and the conditions of individual consulting contracts with the subordinate staff of the PIU.
6. Preparation and justification of decisions on the extension / non-extension of individual consulting contracts with the subordinate staff of the PIU.

7. Fulfillment of instructions and orders of the authorized representative of the MinZhKO for the implementation of Water Improvement Projects, subordination to the General Director of the PIU on other issues.
8. Representation of the PIU within its competence in relations with the EBRD, government, private and public organizations.
9. Ensuring the most efficient use of project funds, human resources, the organization of efficient use of working time, the development and implementation of the necessary administrative and working measures for these purposes.
10. Implementation of other responsibilities for the management and organization of the necessary work to ensure the implementation of projects in accordance with the laws of the Republic of Uzbekistan, Loan Agreements, EBRD Guidelines and MinZhKO and MinFin instructions.

#### Qualification requirements.

(a) Consultant's relevant professional experience:

Successful experience in performing similar assignments - work on the leadership / coordination of IFO projects for at least 5 years.

Experience in regions similar in terms of conditions - at least 5 years.

(c) Qualifications of Consultant:

General qualifications - higher technical or economic education, the total work experience of at least 10 years.

Special experience and expertise related to the tasks performed - work in the municipal infrastructure system for at least 5 years.

Computer skills - Confident user, knowledge of Windows, Word, Excel, Projects, Acrobat, PowerPoint, Internet, E-mail.

(d) Other factors

Knowledge of English and Russian is required.

#### **2.1.6.3 Project Monitoring Specialist**

##### Job Duties.

1. Provision of functions for the implementation of District heating system development projects in the city of Tashkent: Tashteploenergo and Tashteplocentral and of Water Improvement Projects for Tashkent, Namangan and Horezm in accordance with clause 2.1.3.4 of this Terms of Reference.
2. Participation in the performance of other functions listed in clause 2.1.3 in part of their competence.
3. Execution of planned work, official subordination to the relevant Project Coordinator and implementation of his operational instructions.
4. Compliance with labor law requirements and conditions of individual consultancy contract.



5. Implementation of other responsibilities and necessary work to ensure the implementation of Projects in accordance with the laws of the Republic of Uzbekistan, Loan Agreements, EBRD Guidelines and MinZhKO and MinFin instructions.

Qualification requirements.

(a) Consultant's relevant professional experience:

Successful experience in performing similar assignments - work in the field of monitoring and implementation IFO's projects and/or large investment projects for at least 5 years.

Experience in regions similar in terms of conditions - at least 5 years.

(c) Qualifications of Consultant:

General qualifications - higher financial, economic or technical education, the total work experience of at least 10 years.

Special experience and expertise related to the tasks performed - work in the municipal infrastructure system for at least 5 years.

Computer skills - Confident user, knowledge of Windows, Word, Excel, Projects, Acrobat, PowerPoint, Internet, E-mail.

(d) Other factors

Knowledge of English and Russian is required.

#### **2.1.6.4 Design Engineer / Specialist in Hydro Modeling of Heat Supply Systems – 0,5 position**

Job Duties.

1. Provision of functions for the implementation of District heating system development projects in the city of Tashkent: Tashteploenergo and Tashteplocentral in accordance with clauses 2.1.3.2 and 2.1.3.4 of this Terms of Reference regarding the development of heat supply schemes, design and hydro modeling.
2. Participation in the performance of other functions listed in clause 2.1.3 in part of their competence.
3. Execution of planned work, official subordination to the Project Coordinator for District Heating and implementation of his operational instructions.
4. Compliance with labor law requirements and conditions of individual consultancy contract.
5. Implementation of other responsibilities and necessary work to ensure the implementation of Projects in accordance with the laws of the Republic of Uzbekistan, Loan Agreements, EBRD Guidelines and MinZhKO and MinFin instructions.

Qualification requirements.

(a) Consultant's relevant professional experience:



Successful experience in performing similar assignments - development of technical requirements and / or TORs for design and / or design of modernization of heat supply systems using hydro modeling for at least 5 years.

Experience in regions similar in terms of conditions - at least 5 years.

(c) Qualifications of Consultant:

General qualifications - higher technical, specialty related to heating systems or hydro modeling, the total work experience of at least 10 years.

Special experience and expertise related to the tasks performed - work in the District Heating municipal infrastructure system for at least 5 years.

Computer skills - Confident user of design software (AutoCad) and hydro modeling software, knowledge of Windows, Word, Excel, Projects, Acrobat, PowerPoint, Internet, E-mail.

(d) Other factors

Knowledge of English and Russian: Russian is required, English is desirable.

**2.1.6.5 Engineer for the generation of electricity (gas turbines and solar panels) – 0,5 position**

Job Duties.

1. Provision of functions for the implementation of District heating system development projects in the city of Tashkent: Tashteploenergo and Tashteplocentral in accordance with clauses 2.1.3.2 and 2.1.3.4 of this Terms of Reference regarding the power generation (gas turbines and solar panels).
2. Participation in the performance of other functions listed in clause 2.1.3 in part of their competence.
3. Execution of planned work, official subordination to the Project Coordinator for District Heating and implementation of his operational instructions.
4. Compliance with labor law requirements and conditions of individual consultancy contract.
5. Implementation of other responsibilities and necessary work to ensure the implementation of Projects in accordance with the laws of the Republic of Uzbekistan, Loan Agreements, EBRD Guidelines and MinZhKO and MinFin instructions.

Qualification requirements.

(a) Consultant's relevant professional experience:

Successful experience in performing similar assignments - development of technical requirements and / or TORs for design and / or design of modernization of power generation systems, including solar panels, for at least 5 years.

Experience in regions similar in terms of conditions - at least 5 years.

(c) Qualifications of Consultant:

General qualifications - higher technical, specialty related to power generation, the total work experience of at least 10 years.

Special experience and expertise related to the tasks performed - work in the power generation system for at least 5 years.

Computer skills - Confident user, knowledge of Windows, Word, Excel, Projects, Acrobat, PowerPoint, Internet, E-mail.

(d) Other factors

Knowledge of English and Russian: Russian is required, English is desirable.

### **2.1.6.6 Water and Waste Water Engineer – 2 positions**

Job Duties.

1. Provision of functions for the implementation of Water Improvement Projects for Tashkent, Namangan and Horezm in accordance with clauses 2.1.3.2 and 2.1.3.4 of this Terms of Reference.
2. Participation in the performance of other functions listed in clause 2.1.3 in part of their competence.
3. Execution of planned work, official subordination to the Project Coordinator for Water Improvement and implementation of his operational instructions.
4. Compliance with labor law requirements and conditions of individual consultancy contract.
5. Implementation of other responsibilities and necessary work to ensure the implementation of Projects in accordance with the laws of the Republic of Uzbekistan, Loan Agreements, EBRD Guidelines and MinZhKO and MinFin instructions.

Qualification requirements.

(a) Consultant's relevant professional experience:

Successful experience in performing similar assignments - development of technical requirements and / or TORs for design and / or design of modernization of Water systems for at least 5 years.

Experience in regions similar in terms of conditions - at least 5 years.

(c) Qualifications of Consultant:

General qualifications - higher technical, specialty related to Water systems, the total work experience of at least 10 years.

Special experience and expertise related to the tasks performed - work in the Water municipal infrastructure system for at least 5 years.

Computer skills - Confident user, knowledge of Windows, Word, Excel, Projects, Acrobat, PowerPoint, Internet, E-mail.

(d) Other factors

Knowledge of English and Russian: Russian is required, English is desirable.

### **2.1.6.7 Automation Technician**

#### **Job Duties.**

1. Provision of functions for the implementation of Water Improvement Projects for Tashkent, Namangan and Horezm in accordance with clauses 2.1.3.2 and 2.1.3.4 of this Terms of Reference regarding development of automatization systems (SCADA, hydro modelling, metering devices, etc.).
2. Participation in the performance of other functions listed in clause 2.1.3 in part of their competence.
3. Execution of planned work, official subordination to the Project Coordinator for Water Improvement and implementation of his operational instructions.
4. Compliance with labor law requirements and conditions of individual consultancy contract.
5. Implementation of other responsibilities and necessary work to ensure the implementation of Projects in accordance with the laws of the Republic of Uzbekistan, Loan Agreements, EBRD Guidelines and MinZhKO and MinFin instructions.

#### **Qualification requirements.**

##### **(a) Consultant's relevant professional experience:**

Successful experience in performing similar assignments - development of technical requirements and / or TORs for design and / or design of automatization of Water systems (SCADA, hydro modelling, metering devices, etc.) for at least 5 years.

Experience in regions similar in terms of conditions - at least 5 years.

##### **(c) Qualifications of Consultant:**

General qualifications - higher technical, specialty related to automatization systems, the total work experience of at least 10 years.

Special experience and expertise related to the tasks performed - work in the Water municipal infrastructure system for at least 5 years.

Computer skills - Confident user of design software (AutoCad), process control software (SCADA) and hydro modeling software, knowledge of Windows, Word, Excel, Projects, Acrobat, PowerPoint, Internet, E-mail.

##### **(d) Other factors**

Knowledge of English and Russian: Russian is required, English is desirable.

### **2.1.6.8 Procurement and Contract Specialist - 2 positions**

#### **Job Duties.**

1. Provision of functions for the implementation of District heating system development projects in the city of Tashkent: Tashteploenergo and Tashteplocentral (1<sup>st</sup> position) and of Water Improvement Projects for Tashkent, Namangan and Horezm (2<sup>nd</sup> position) in accordance with clause 2.1.3.3 of this Terms of Reference.

2. Participation in the performance of other functions listed in clause 2.1.3 in part of their competence.
3. Execution of planned work, official subordination to the relevant Project Coordinator and implementation of his operational instructions.
4. Compliance with labor law requirements and conditions of individual consultancy contract.
5. Implementation of other responsibilities and necessary work to ensure the implementation of Projects in accordance with the laws of the Republic of Uzbekistan, Loan Agreements, EBRD Guidelines and MinZhKO and MinFin instructions.

Qualification requirements.

(a) Consultant's relevant professional experience:

Successful experience in performing similar assignments - work in the field of IFO and/or public procurement procedures for at least 5 years.

Experience in regions similar in terms of conditions - at least 5 years.

(c) Qualifications of Consultant:

General qualifications - higher financial, economic or technical education, the total work experience of at least 10 years.

Special experience and expertise related to the tasks performed - work in the municipal infrastructure system for at least 5 years.

Computer skills - Confident user, knowledge of Windows, Word, Excel, Projects, Acrobat, PowerPoint, Internet, E-mail.

(d) Other factors

Knowledge of English and Russian is required.

### ***2.1.7 Implementation Arrangements***

The authorized representative of the MinZhKO signs the Individual Consultancy Contract with the General Director of the PIU and his deputy, with the other individual consultants Contracts are signed by the General Director of the PIU.

In case of hiring employee - non-resident of Tashkent, but a citizen of the Republic of Uzbekistan, the Individual Consultant will be responsible for organizing and paying for accommodation and long-distance travelling.

In case of hiring a foreign employee, the Individual Consultant will be responsible for organizing and paying for accommodation, international travelling, medical and social insurance, as well as be responsible for paying taxes on the income of an individual in accordance with the legislation of the Republic of Uzbekistan and the country of his registration.

PIU provides, at its own expense, a workplace with communication systems and utility infrastructure in its office premises.

The cost of an Individual Consulting Contract may include the following reimbursable expenses:

1. Personal computer and related software (13 computers total);

2. MFP - 3-4 pieces on all contracts;
3. Payment of business travel expenses in accordance with the labor legislation of Uzbekistan;
4. Contingencies: utilisation only after prior approval in writing by the Bank.

The maximum amounts of these expenses for the entire five-year period are given below in Form FIN-3 "Breakdown of Costs".

Acquired equipment and software become the property of the PIU.

## PART III CONDITIONS OF CONTRACT AND CONTRACT FORMS

### Section 3.1 Standard Form of Consultancy Contract (individual consultants)

CONTRACT № \_\_\_\_\_

Tashkent

«\_\_» \_\_\_\_\_ 2019

(MinZhKO for the General Director and his deputy or the PIU for the rest - the full name of the legal entity), hereinafter referred to as the "Client", represented by \_\_\_\_\_ acting on the basis of the Charter, and the citizen of the full name, hereinafter referred to as the "Consultant", have concluded this Contract as follows.

#### 1. Subject of the Contract

The Consultant is hired by the Client for the position of \_\_\_\_\_ and will perform official job duties (hereinafter referred to as "Job Duties") listed in the Appendix to this Contract - Terms of Reference for the implementation of Projects funded by the European Bank for Reconstruction and Development (hereinafter "the Bank" or "EBRD").

#### 2. Type of the Contract

The Contract shall be for the primary occupation of the Client with unlimited working day for a Consultant hired full-time (or an appropriate amount of working time for part-time work).

#### 3. Terms of contract

3.1 The term of this Contract is from \_\_\_\_\_ 2019 to \_\_\_\_\_ 2020 with the possibility of annual extension without tender. The maximum duration of contract is 5 years. The present contract comes into force from the day of its signing by the parties and all its terms apply to the mutual relations of the parties under the Contract with "\_\_\_\_" \_\_\_\_\_ 2019.

3.2 If the Government of the Republic of Uzbekistan and / or EBRD decides to terminate the Loan Agreement (s) to finance the Projects specified in the Terms of Reference of this Contract and for the implementation of which the Consultant will be engaged, this contract will be terminated from the date of acceptance such a decision. The Client undertakes within a week after the adoption of this decision to notify the Consultant in writing of the termination of the Contract for this reason and to make final settlements with the Consultant in accordance with the legislation of the Republic of Uzbekistan.

#### 4. Payments

4.1 The total amount of payments under this Contract for the period specified in clause 3.1, with the exception of payment of expenses specified in clause 4.2 of this Contract, should the Loan Agreement (s) with the EBRD enter into force to finance the Project (s), should not exceed \_\_\_\_\_ (\_\_\_\_\_) USD in UZS equivalent at the rate of the Central Bank of the Republic of Uzbekistan on the last day of the month for which the payment is made, of which:

The Consultant will be paid no more than \_\_\_\_\_ (\_\_\_\_\_) USD based on a monthly salary of \_\_\_\_\_ (\_\_\_\_\_) USD without personal income tax. The personal income tax and the Unified Social Charges from the employer in the amount not exceeding \_\_\_\_\_ (\_\_\_\_\_) USD will be paid in the manner prescribed by the legislation of the Republic of Uzbekistan.

During the period prior to the entry into force of the Loan Agreement (s) with the EBRD, the Consultant will be paid salary in the amount of official Minimal salary. In the event of the entry into force of the Loan Agreement (s) with the EBRD under the Project (s), the subsequent recalculation will be made and payments will be made starting from the date of mutual relations of the parties under the Contract specified in clause 3.1. In the event that the specified Agreement (s) does not enter into force, such recalculation is not made due to lack of funding.

The salary for the month worked is paid during the first week of the month following it. In the event of a delay in the calculation and payment of wages for reasons beyond the control of the Client, wages are calculated in UZS equivalent at the rate of the Central Bank of the Republic of Uzbekistan on the day of its calculation.

4.2. In the amounts provided by the annual budget, the following expenses will be paid to the Consultant:

- a) travel expenses when leaving the Consultant on a business trip, such as: air travel (economy class) or by train there and back; travel to the airport (train station) and from the airport (train station) in Tashkent and in the city where the Consultant is sent; hotel accommodation; daily allowance;
- b) other payments specified in the Terms of Reference to this Contract or provided for by the labor legislation of the Republic of Uzbekistan and agreed with the EBRD.

#### 5. Leave

The Consultant shall have the right for a 31-calendar day paid leave.

#### 6. Contract Administration

6.1. Control over the implementation by the Consultant of his Job Duties is carried out by the General Director General of the Client or his deputy (*the authorized representative of the MinZhKO for the General Director and his deputy*).

6.2. The control over the working time spent by the Consultant to perform Services shall be maintained in accordance with the legislation of the Republic of Uzbekistan.

6.3. Accounting for expenses of the Consultant related to the performance of his Job Duties, is carried out in accordance with the legislation of the Republic of Uzbekistan..



**7. Performance Standard**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

**8. Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information which he has access to under performance of the Services without the prior written consent of the Client.

**9. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong and remain the property of the Client. The Consultant may retain a copy of such documents and software during the employment with the Client.

**10. Consultant not to be Engaged in Certain Activities**

The Consultant agrees that, during the term of this Contract and within two years after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services, without the prior written consent of the Client.

**11. Prohibited Practices**

11.1. The Bank requires that Borrowers (including beneficiaries of Bank-financed operations) , as well as tenderers, suppliers, sub-suppliers, contractors, subcontractors, concessionaires, consultants and sub-consultants under Bank financed contracts, observe the highest standard of transparency and integrity during the procurement, execution, and implementation of such contracts.

11.2. The Borrower (including beneficiaries of Bank-financed operations), as well as tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to engage in Prohibited Practices with respect to the procurement, award, or execution of the Contract.

11.3. The Bank may declare the Contract to be ineligible for financing, and the Bank may take any of the Enforcement Actions and Disclosure Actions as defined in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:

- (a) the Borrower (including beneficiaries of Bank-financed operations), tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants



have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract.

(b) a Third Party Finding has sufficient relevance and seriousness for the Bank to warrant Enforcement Actions and Disclosure Actions against entities or individuals.

11.4. In accordance with the Enforcement Policy and Procedures, the Bank may enforce debarments from Mutual Enforcement Institutions by declaring entities or individuals ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract.

11.5. In contracts financed by the Bank, the Bank requires a provision mandating tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants to permit the Bank or persons appointed by the Bank to inspect the Site and / or to inspect their assets, books, accounts and records relating to the Contract and to have such assets, books, accounts and records audited by auditors appointed by the Bank, if required by the Bank.

The tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants shall require their officers, directors, employees or agents with knowledge of the Contract to respond to questions from the Bank and to provide to the Bank any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the Bank's monitoring and evaluation of the Contract and to enable the Bank to examine and address any project-related complaints made under the Bank's Project Complaint Mechanism.

The tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants shall maintain all books, documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

11.6. For the purposes of this provision, Prohibited Practices are defined as one or more of the following:

(a) a "**Coercive Practice**" which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(b) a "**Collusive Practice**" which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(c) a "**Corrupt Practice**" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(d) a "**Fraudulent Practice**" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(e) a "**Misuse of the Bank's Resources or Bank Assets**" which means improper use of the Bank's Resources, committed either intentionally or through reckless disregard;

(f) an "**Obstructive Practice**" which means

i. if the services are co-financed with the European Investment Bank as indicated in the **Data Sheet**, an Obstructive Practice which means (1) destroying, falsifying, altering or concealing of evidence material to the investigation, or making false statements to investigators, with the intent to impede the investigation; (2) threatening, harassing or

intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (3) acts intended to impede the exercise of the Bank's contractual rights of audit or inspection or access to information;

ii. if the Services are not co-financed with the European Investment Bank, as indicated in the **Data Sheet**, (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank's investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information; and

(g) a "**Theft**" which means the misappropriation of property belonging to another party.

## 12. Other Conditions

12.1 In all other respects that are not stipulated by the terms of this Contract, the Client and the Consultant are guided by the legislation of the Republic of Uzbekistan.

12.2 This Contract is made in Russian in two copies, having equal legal force, one of which is kept by the Client, and the other is issued to the Consultant. The parties also sign an English translation of the Contract for submission to the EBRD.

### Client:

Address: 1 Niyozbek Yuli street, Tashkent  
City, 100035, Uzbekistan

### Consultant:

Address:

Passport: \_\_\_\_\_, issued \_\_\_\_\_ by  
the State Personalization Center

TIN:

\_\_\_\_\_  
**Name, Position**

\_\_\_\_\_  
**Name, Consultant**