

# **German Financial Cooperation with Georgia**

## **INVITATION TO PRICE QUOTATION FOR TECHNICAL ASSISTANCE OF CONSULTING SERVICES**

**for**

**Project: Establishment of Javakheti National Park in Georgia**

**for**

**Implementation of Eco Tourism Component of the  
Support Zone Plan**

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## **1. PREAMBLE**

The World Wide Fund for Nature, WWF Germany's Branch in Georgia, in the name of

“ Ministry of Environmental Protection of Georgia/LEEP Agency of Protected Areas “  
(hereinafter called “Employer”)

invites hereby qualified independent consultants (NGO, Business companies, Associations and others)  
to submit a Price Quotation for Services  
for the

“ Implementation Eco- Tourism Component of the Support Zone Plan “  
(hereinafter called “Consultancy Services”)

as specified in this Invitation and its attachments ( hereinafter called “the Documents” ).

## **2. BACKGROUND**

The establishment of the Javakheti Protected Areas form part of the “Caucasus Initiative”, launched by the German Ministry of Co-operation and Development (BMZ) in April 2001 with the aim of contributing to the economic, social and political development of the Southern Caucasus.

The establishment of trans-boundary national parks is one of six priority areas of work, and the Javakheti conservation area was chosen as a pilot area for co-operation between Armenia and Georgia. Financial resources were provided by the German Bank for Reconstruction and Development ( KfW ) to establish two new national parks – namely:

the Lake Arpi National Park in Armenia

and

the Javakheti National Park in Georgia –

with a shared border and the sustainable development of the respective Support Zones of each protected area.

The project to establish the Javakheti National Park and its associated wetland sanctuaries was launched in 2009, implemented by the World Wide Fund for Nature (WWF) on behalf of the Ministry of Environment Protection (MEP) of Georgia, and with financial assistance from KfW.

The rationale of the support zone plan which was prepared in close consultation with communities of the support zones and other involved stakeholders is to contribute to the sustainable economic development of the region for the benefit of support zone people in lieu of their commitment to the successful creation and sustainable protection of the Javakheti Protected Areas.

### 3. OBJECTIVES

The overall objective of the support zone plan is to enable the harmonic and sustainable socio-economic development of the JPAS support zone to be compatible with the overriding conservation objectives of the associated conservation areas.

Specific objectives are to:

- *Improve the living conditions and life quality of support zone residents;*
- *Assist in the search for alternative sources of income;*
- *Promote responsible land- and resource use management;*
- *Assist in infrastructure enhancement of support zone communities;*
- *Mainstream capacity building and skill development into all proposed interventions;*
- *Address gender issues in all proposed interventions;*
- *Raise level of environmental awareness and promote community self-help initiatives.*

The current tender shall cover the implementation of the eco-tourism component of the Support Zone Plan and be based on reference reports Javakheti National Park Support-Zone Development Plan and the Ecotourism Feasibility Study developed by WWF.

### 4. REQUIRED SERVICES

Exact details of the required Services are given in Annex 1  
**- Terms of Reference -**

## 5. HOW TO STRUCTURE THE BID

Potential Bidders are requested to submit concise, clear and substantial documents and to adhere to the above structure.

Non-compliance with this invitation or faulty information shall lead to exclusion of the tender.

Bidders are free to associate themselves with other firms to ensure that all required know-how and experience are available to them.

The requested document in Georgian languages shall have the following structure and content and shall be presented in the same sequence as shown below.

The bid shall contain the following documents based on this Tender Dossier:

1. Terms of Reference ( Annex 1 )
2. Service Offered ( Annex 2 )
3. Time Schedule/Work Programme ( Annex 3 )
4. Staffing Schedule ( Annex 4 )
5. Statement of Costs ( Annex 5 )  
If the advance payment will be requested by the Bidder, the advance payment bond must be presented to the Employer prior to awarding the contract (a model advance payment bond is given in Annex 17)
6. Declaration of Undertaking ( Annex 6 )  
See Article 10
7. Declaration of Submitting a Proposal ( Annex 7 )  
On a free format
8. Statement on affiliations of any kind with other firms which may present a conflict of interest in providing the envisaged services. ( Annex 8 )  
On a free format
9. In case of an association – the intended contractual arrangement with international and local firms, nominating the lead consultant and including letters of intent of participating firms (in case of local partners a fax copy of such letter of intent is sufficient). ( Annex 9 )  
On a free format
10. A concept paper (the narrative part shall not exceed five pages) outlining recommendations for improvement of the overall approach such as implementation arrangements, aspects of sustainability, cost-efficiency, marketing strategy, ect. ( Annex 10)  
On a free format
11. Covering Letter, comprising the firm's name, legal status with

State registration certificate , address, contact person, telephone, fax and email. If association of several organization is applying the requested information should be indicated for all members of association

On a free format

(Annex 11)

12. Presentations of firms (maximum 10 pages), inclusive clear statements of type, property and key task of the association, Requested documents should be presented only in case of association if applicable.

On a free format

( Annex 12 )

13. Certified statement of financial capacity of the lead consultant and all associated partners showing the necessary turnover to handle this project covering the last three years, such as:

- Balance Sheet;
- Profit and Loss Account;
- Statement of Turnover
- Annual Tax Statement

( Annex 13 )

14 Experience in handling similar projects for last 5 year. Short description of implemented similar project, implementation period, budget and achieved results. On a free format

( Annex 14 )

15 Brief CVs on personnel proposed for backstopping and home office support On a free format

( Annex 15 )

16. Draft Contract

( Annex 16 )

17. Advance Payment Bond Model

( Annex 17 )

## **6. HOW TO SUBMIT THE BID**

### **6.1**

The proposal shall be submitted in one original and one copy to the Employer's address at:

WWF Germany  
Branch in Georgia,  
11, Aleksidze Str,  
0193 Tbilisi – Georgia

not later than

6.2

The bid for services and the price quotation (Statement of Cost) are to be send separately, in two sealed envelopes.

## 7. HOW TO ASSESS THE BID

### 7.1

#### **Assessing the bids for services and the price quotations:**

- statement whether customs and excise duties, taxes and levies in the project-executing agency's country are to be included in the price;
  - minimum quality of bids for services that will be taken into account in evaluating the price quotations and the overall rating (minimum score of 75% of the points to be awarded;
  - weight of the bid for services (generally 70%) and weight of the price quotation (generally 30%) in the total rating;
- Potential Bidder shall be reminded that contract negotiations serve only to clarify unclear items -**

### 7.2

#### **The assessment for the bids of services will be based on the following criteria:**

- |   |                |
|---|----------------|
| <b>1. Concept and method:</b>   | <b>40 – 60</b> |
| 1.1 Clarity and completeness of the bid:  | about 10%      |
| 1.2 Critical analysis of the objective of the project and the terms of reference  | about 30%      |
| 1.3 Proposed concept and method, with the programme of work, the staffing schedule and monitoring and coordination mechanisms | about 60%      |
| <b>2. Qualifications of definitely assigned personnel</b>   | <b>60 – 40</b> |
| 2.1 Qualifications of key personnel to be employed on the project, in particular the project manager                          | about 90%      |
| 2.2 Qualifications of the personnel in the home office who  |                |

will monitor and control the team, and provide back-up services

about 10%

**Total**

**100**

## **8. HOW TO HANDLE ENQUIRIES FROM POTENTIAL BIDDERS**

Enquiries from potential bidders are only permitted by email at [nkoberidze@wwfcaucasus.org](mailto:nkoberidze@wwfcaucasus.org) and up to 7 days for the deadline of Submission of the Tender.

Answers will be sent to all applicants.

Informational meeting with potential bidders will be conducted on 25February 2013 at 11:00 Local Time

## **9. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS**

### **9.1**

The Candidate should have strong skills in community mobilization, marketing and training of rural communities, participatory approaches and rural development/ eco tourism. Experience in protected area management is an asset and Javakheti Region is an asset. Also should have professional and administrative support staff.

### **9.2**

Bidders are free to propose their own contribution into the implementation of the project; such contribution will be positively taken into account in the tender evaluation.

### **9.3**

All cost for a site visit, obtaining information/data and preparation/submission of the document, meetings, negotiations, etc. in relation with the selection or the subsequent proposal shall be borne by the consultants.

### **9.4**

The complete Tender Dossier consists of the following sections:

A. Invitation to Tender	Page 1 - 8
B. Terms of Reference	Page 9 - 12
C. Draft Contract	Page 13 - 21
D. Model Advance Payment Bond	Page 22

## 10. HOW TO PREPARE THE DECLARATION OF UNDERTAKING - ANNEX 6

Declaration to observe the highest standard of ethics during execution of the contract.

Applicants should be aware that any fraudulent or corrupt activities disqualify them immediately from participation in the selection process and will be subject to further legal investigation.

The said declaration shall be submitted and duly signed according to the following Form and wording:

### Quote

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract.

We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project.  
We undertake to comply with the Core Labour Standards ratified by the country of Georgia.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country of Georgia.

(Place) ....., this ..... day of.....

Name of company (or lead company on behalf of associated companies for associations)....  
Signature(s)

### Unquote



## **Terms of Reference**

### **Background:**

The establishment of the Javakheti Protected Areas form part of the “Caucasus Initiative”, launched by the German Ministry of Co-operation and Development (BMZ) in April 2001 with the aim of contributing to the economic, social and political development of the Southern Caucasus. The establishment of trans-boundary national parks is one of six priority areas of work, and the Javakheti conservation area was chosen as a pilot area for co-operation between Armenia and Georgia. Financial resources were provided by the German Bank for Reconstruction and Development (KfW) to establish two new national parks - the Lake Arpi National Park in Armenia and the Javakheti National Park in Georgia - with a shared border and the sustainable development of the respective Support Zones of each protected area.

Following a feasibility assessment in 2003, the countries of Armenia and Georgia unanimously agreed on conservation efforts, financially supported by Germany through KfW, to be concentrated on the Trans-boundary Javakheti-Shirak Priority Conservation Area (see Map 1). The target area straddles the border region between Turkey, Armenia and Georgia. Focus of this initiative is the establishment of two National Parks and several wetland/lake conservation areas on either side of the international border between Armenia and Georgia, and the sustainable development of their respective Support Zones.

The project to establish the Javakheti National Park and its associated wetland sanctuaries was launched in 2009, implemented by the World Wide Fund for Nature (WWF) on behalf of the Ministry of Environment Protection and Natural Resources (MEPNR) of Georgia, and with financial assistance from KfW.

The rationale of the support zone plan which was prepared in close consultation with communities of the support zones and other involved stakeholders is to contribute to the sustainable economic development of the region for the benefit of support zone people in lieu of their commitment to the successful creation and sustainable protection of the Javakheti Protected Areas.

### **Objectives**

The overall objective of the support zone plan is to enable the harmonic and sustainable socio-economic development of the JPAS support zone to be compatible with the overriding conservation objectives of the associated conservation areas.

Specific objectives are to:

- *Improve the living conditions and life quality of support zone residents;*
- *Assist in the search for alternative sources of income;*
- *Promote responsible land- and resource use management;*
- *Assist in infrastructure enhancement of support zone communities;*
- *Mainstream capacity building and skill development into all proposed interventions;*
- *Address gender issues in all proposed interventions;*
- *Raise level of environmental awareness and promote community self-help initiatives.*

The current procurement shall cover the implementation of the eco-tourism component of the Support Zone Plan and be based on reference reports (Javakheti National Park Support-Zone Development Plan and the Ecotourism Feasibility Study developed by WWF, which will be

transferred to the Candidates.( Launching tender for construction works of market places and market place construction will not be task for Consultant and will be done by WWF.) In particular:

(i) Rationale for the establishment of market-places (without construction component)

Most families in the target area have little opportunity and knowledge about producing cash products and how to market them. The problems are exacerbated through the isolation of the target area with poor access to markets and consumers and the language barriers as one of the most serious handicap to product marketing. Street-trading and bartering still play a key role in the support zone communities.

Besides market access problems, product marketing by small-scale producers is hampered by poor product quality and inconsistency in product supply, making business planning by potential wholesalers difficult. Well organized and quality controlled product marketing is therefore considered a key prerequisite for any successful business development in the target area, which would mostly benefit small-scale producers. Sales of products by the producers from the target area are currently only possible through intermediaries, which dramatically reduce the profit margin for the producer.

The objective of the intervention is to establish “market places” along central roads and close to tourist routes in the Akhalkalaki and Ninotsminda districts. These facilities would be used for selling local products to visitors of the Javakheti Protected Areas as well as to drivers and passengers of vehicles moving along the central highway to Tbilisi, Armenia or Turkey. Over half of the support zone communities are located in the vicinity of these roads.

(ii) Rationale for the development of guesthouses

Recent developments of high quality roads (such as with Tbilisi, Armenia, and Turkey), the planned opening of the border with Turkey, and the development of the Baku-Tbilisi-Kars railway line running through the Javakheti Region are expected to break the former isolation of the area and serve as a catalyst for tourism development. Tourism development in the support zone will contribute to economic development of the region, increasing incomes of communities in the JPAS support zone and the region at large.

Bird-watching focusing on the wetland sanctuaries will be a key tourist destination in the area. Ethnical and cultural tourism may focus on everyday activities of local households, herdsman, village life as well as cultural and natural monuments as described in the JPAS Management Plan. The main goal of the proposed interventions will be to provide sustenance and accommodation services at reasonable prices. In its turn, this will be a priority for households in villages interested to engage in local tourism development.

(iii) Rationale for the development of horse rental point

The project will provide necessary equipment to families selected for horse-renting. Special training will be provided for guides and horse-renting families. The families will rent horses and will handle them at their own expense, and will offer guides to interested visitors. With this, income should be generated, and visitors sensitized to move without harm through the park.

(iiii) Propose and constitute a Women's Social Enterprise

(iiiii) Elaborate on risk mitigation strategies.

Specific objectives include:

- *Provision of adequate environmentally clean products with focus on ecotourism and recreational opportunities;*
- *Creation of favorable conditions for specialized tourism including acceptable*

*standards of accommodation and services offered;*

- *Promotion of private sector involvement and community-based tourism initiatives;*
  - *Contribution to socioeconomic development and creation of jobs in the support zone villages;*
  - *Capacity development of families with interest in B&B services (bed and breakfast).*
-

**In order to achieve the above described objectives, WWF prepared a project document detailing the elements of the eco-tourism component. Potential Bidders will be in charge for the overall coordination and timely implementation of this project.**

**In particular:**

1. Critically review the project document and provide recommendations for improvement of the overall approach. Aspects regarding marketing, sustainability and risk mitigation to be explicitly elaborated.
2. Develop institutional arrangements for the implementation of the project. This comprises overall responsibility for the preparation and signing of Memorandum of Understandings between involved stakeholders.
3. Describe the participative and the gender approach by which consensus among the village inhabitants on the project is achieved, starting from and taking up the results achieved by the consultants who elaborated the feasibility study in consultation with the villages; if necessary, consider additional input from the village population which helps empower the target groups (men and women equally) to actively participate and run their businesses.
4. Further develop data necessary to support specific tourism development and marketing activities directed to other non-tourist travelers
5. Launch tenders for the construction works with selection criteria favouring local entrepreneurs and producers. Sub-contract firms/other organizations for the design and implementation of tourism infrastructure such as construction/renovation of guest-houses. Ensure quality control through an independent Superintendence Company. The design of the guest-houses must be approved by the WWF and Agency of Protected Areas (APA).
6. Revise the business plans together with the sub-target groups of each project component (guesthouse owners, horse rental points, elaborate a business plan together with women of the Women's Social Enterprise) and adapt them, if necessary, together with them, according to new market information and information on capacities of the target groups.
7. Design a detailed training package including training material as outlined in the project document and be responsible for conducting the training. The trainings should be participatory and include elements of "on-the-job-training".  
This includes a study-tour to other parts of the region.
8. Prepare in close consultation with line departments, research institutes and other stakeholders technical messages as listed in the proposal (promotion of market-places, food-safety, marketing, ect.) and distribute to target groups.
9. Provide advisory service with regards to eco-tourism to beneficiary households on an ad-hoc basis throughout the lifespan of the project and elaborate on follow-up measures to ensure projects' sustainability.
10. Ensure cash-flow to sub-contractors according to the project budget and be responsible for the procurement equipment as well as printing of leaf-lets, ect.
11. Presentation of an Inception Report to be discussed with the WWF office in charge before starting the implementation. The Inception Report shall entail a Risk Mitigation Strategy, it's implementation should be reflected in the interim quarterly and final reports.
12. Presentation of interim monthly reports (narrative only max. 2 pages) and quarterly (financial and narrative) reports during implementation and a final report at the end of the project. All reports must be presented in Georgian and English languages in both electronic and hard copy.

All the reports must be accepted by the "Employer ". If no comments have been received within four weeks, the report is deemed accepted.

**ANNEX 16**

**Draft Contract**

**Consulting Contract**

German Financial Support to Georgia, Nature Protection Programme for South  
Caucasus – Georgia within the framework of the project

“Establishment of Javakheti National Park in Georgia”,

BMZ No2003 65 429 ,

World Wide Fund for Nature WWF Germany's branch in Georgia, represented by its Director N.  
Malazonia and LEPL. Agency of Protected Areas of Ministry of Environment Protection of Georgia,  
represented by Deputy Head L. Moistrapishvili

(herein referred to as the Employer),

on one hand,

and

Company XXXXXX\_

,

(herein referred to as the Consultant),

on the other hand,

for Consulting Services for the Implementation of the Development of Tourism in Javakheti National  
Park's Support Zone

## **CONTENT**

<b>Article 1</b>	<b>General Provisions</b>
<b>Article 2</b>	<b>Parts of the Contract</b>
<b>Article 3</b>	<b>Obligation of the Contract</b>
<b>Article 4</b>	<b>Obligation of the Employer</b>
<b>Article 5</b>	<b>Remuneration, Terms and Methods of Payment</b>
<b>Article 6</b>	<b>Liability of the Consultant</b>
<b>Article 7</b>	<b>Insurance</b>
<b>Article 8</b>	<b>Force Majeure</b>
<b>Article 9</b>	<b>Termination of the Contract</b>
<b>Article 10</b>	<b>Special Provisions</b>
<b>Annexes 1-17</b>	<b>Invitation to Tender</b>

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Whereas

The Employer desires consulting service to be rendered for the implementation of the Project

“Development of Tourism in Javakheti National Park’s Support Zone”

and

Whereas

The Consultant has submitted on DD MM YY a technical and a financial bid for these services.

NOW THEREFORE

the parties to this Contract hereby agree on the following:

## **ARTICLE 1                      GENERAL PROVISIONS**

### **1.1        Contract Language and Copies**

This contract is prepared in English (Georgian) language, which shall be considered the “Contract Language”.

All correspondence between the parties to this Contract and all reports, studied, technical data, certificates and documents pertaining the service shall be in English (Georgian) language.

### **1.2        Governing Law**

This Contract shall be governed by the laws of Georgia.

### **1.3        Assignment**

The Consultant shall not have the right to assign or transfer any right or obligation arising from this Contract in full or in part without the prior written consent of the Employer.

The employer’s consent shall not be required for the assignment of any amounts due or which shall become due under this Contract.

### **1.4        Assistance**

The Consultant may receive assistance from other consultant or experts provided the Employer has given prior written approval.

### **1.5        Sub Contracts**

The Consultant may conclude subcontracts with duly qualified specialist or firms only upon prior written approval by the Employer .

Subcontracts already foreseen in the present consultant contract do not need additional approval. The Consultant shall, in any case, assume the liability for the services rendered by the Subcontractor.

### **1.6        Modification and Amendments**

Should circumstances arise that require modification of, or amendments to, this Contract, these shall be agreed upon by the parties in writing.

### **1.7        Entry into Force and validity of the Contract**

The Contract enters into force from DD MM YY and is valid until DD MM YY.

The contract can be extended as a result of written agreement between parties.

### **1.8        Commencement of Services**

The Consultant shall perform the services within    days / months    after the Consultant has been informed on the entry into force of this agreement by the Employer .

### **1.9        Partial Invalidity**

The invalidity of any provision of this Contract shall not affect the validity of the



remaining provisions.

Any gap resulting in consequence shall be filled by a provision consistent with the purpose of this Contract.

## **Article 2                      PARTS OF THE CONTRACT**

The documents mentioned under Article 5 of the Invitation to Tender shall form be read and constructed as integral parts of this Contract.

## **Article 3                      Obligations of the Consultant**

### **3.1        Standard of Service**

The Consultant shall in all professional matters provide the services to the Employer to the best of his knowledge and belief. The Consultant shall exercise all skill, reasonable care and diligence in the discharge of his duties under this Contract. He shall carry out the services in conformity with common professional practices and in accordance with scientific and general accepted engineering standards.

### **3.2        Scope of Services**

a) The Services of the Consultant to be rendered to the Employer are to carry out services as an Implementation and Management Consultant for the Project “Development of Tourism in Javakheti National Park Support Zone”. The Consultant will be in charge of field implementation of the Project – in technical, administrative and financial matters. The Services pertain to the implementation of the following project components:

Refer to the Terms of Reference and budget.

- b) The Service shall fully comply with the Terms of Reference ( refer to Annex 1 ) and with the respective content of the Consultant Technical Proposal ( refer to Annex 2 ).
- c) The Consultant shall present inception report, also quarterly reports and the final report according to the ToR.

### **3.3        Time Schedule, Penalties**

The total contract period for the Consultant Service shall be XXXX consecutive months from the date of signing the Contract. Detailed time schedule is given as Annex 3 and is an integral part of the contract and Consultant shall provide service according to this schedule.

Any modification of the above mentioned time schedule due to a substantiated request by either party shall be mutually agreed upon in writing.

If the Consultant fails to perform in due time any of the service according to the Time schedule of this Contract for the reason he must warrant, the Employer shall be authorized to inflict a penalty of 0.5 ( Zero Point Five ) % of the total Contract Value for each week of delay, which however, may not exceed 5 ( Five ) % of the total Contract Value. Beyond such penalty, the Employer may not raise any

further claims arising from the delay in the performance of the service and is authorized to terminate the Contract.

If one of the parties refuses to implement responsibilities undertaken by this agreement, it will oblige to pay penalty in amount of 10 ( Ten ) % of the total contract value.

### **3.4 Reports and Information**

All detailed implementation provisions will be documented in the implementation plan which must be submitted by the Consultant in 1 week after commencement of the works to the Employer for approval.

### **3.5 Staff Assigned**

The Consultant shall assign the staff designated in Annex 4 for the performance of the services. The list of staff and any modifications thereto require the approval by the Employer.

### **3.6 Independence of the Consultant**

The Consultant shall declare with binding effect that neither the Consultant nor any enterprise associated with the Consultant shall bid for the project as manufacturer, supplier, or building contractor.

Any violation of this stipulation may lead to the immediate cancellation of the Consultancy Contract and require the reimbursement of any and all costs incurred by the Employer until such violation and compensation for any and all losses and damaged incurred by the employer as a consequence of such cancellation.

## **Article 4 Obligation of the Employer**

During the terms of this Contract the Employer shall place all available necessary data, documentation and information at the free and unrestricted disposal of the Consultant any and all such assistance as the Consultant shall reasonably request for the performance of his obligations under this Contract.

Responsibility of the Employer is provision of payment according to the terms and conditions of the Contract.

The Employer takes the responsibility to monitor and inspect fulfillment of the requirements by the Consultant periodically during the Contract validity time. In case of positive evaluation Employer takes responsibility to accept the Service.

The Employer has other rights and responsibilities according to the current legislation.

## **Article 5 Remuneration, Terms and Method of Payment**

### **5.1 Remuneration**

For the Services to be rendered by the Consultant under this Contract Employer shall pay the sum of

EUR \_\_\_\_\_ including VAT

In words :

### **“Contract Value”**

a detail cost breakdown is given in Annex 5 which constitutes an integral parts of this Contract.

### **5.2 Terms of Payment**

A detailed payment schedule shall be agreed with the awarded Bidder prior to signing a Contract.

### **5.3 Method of Payment**

Payment shall be made by a wire transfer, to a bank account indicated by the Consultant.

On behalf of the Employer, WWF Germany Branch in Georgia shall pay an amount not including VAT, and the VAT amount shall be paid by the Agency of Protected Areas of the Ministry of Environmental Protection of Georgia.

## **Article 6 Liability of the Consultant**

**6.1** The Consultant shall perform the service for which he was contracted in full, in due time and in agreement with acknowledged quality standards. In this regard the Consultant shall be liable for any and all breaches of contract for which he is accountable.

### **6.2**

The liability of the Consultant shall terminate upon the final acceptance of the Consultant's services by the Employer.

## **Article 7 Acceptance of the Service**

### **7.1**

Acceptance of the works and services shall be verified by an Acceptance Act signed by Representatives of the Contracting Parties.

### **7.2**

The Project works shall be checked in stages by the Employer with participation of representatives of the Contracting Parties, by evaluating compliance with the requirements set out in the Terms of Reference.

## **Article 8 Force Majeure**

### **8.1**

In the event of force majeure-unforeseeable events beyond the control of the parties to the Contract, which prevent either party from meeting its obligations under this Contract the Contractual obligations as far as affected by such event shall be suspended for as long as the Impossibility of the performance due to this situation continues provided that the other parties is notified in writing within two weeks after the occurrence of the force majeure.

### **8.2**

In the event of force majeure, the Consultant shall be entitled to prolongation of the Contract equal to the delay caused by such force majeure.

### **8.3**

If the force majeure lasts for more than 30 ( Thirty ) days, either party to the Contract may terminate this Contract within 10 ( Ten ) days by giving written notice.

## **Article 9 Termination of Contract**

### **9.1 Termination by the Employer**

The Employer for good cause may terminate this Contract at any time upon written notice of not less than 14 ( Fourteen ) days.

Upon receipt of such notice the Consultant shall promptly and orderly bring the services to close and shall deliver to the Employer all drafts and other documents prepared up to this date.

### **9.2 Termination by the Consultant**

If any amounts due and payable to the Consultant under this Contract have not been paid within 25 ( Twenty – Five ) days after the signing service acceptance act, the Consultant may terminate this Contract by the written notice given to the Employer within the period of 14 ( Fourteen ) days after the expiry of the said period of 25 ( Twenty – Five ) days.

### **9.3 Consequences of Termination**

a) If the termination is not due to a default on the part of the Consultant, the Consultant shall be entitled to the fee accrued until the date of termination of the Contract as well as to the reimbursement of all expenses incurred until the date of termination of the Contract for any loss or damage caused by the such termination

b) If the termination is due to a default on the part of the Consultant, the Employer shall be entitled to claim damages for any direct loss resulting from such default.

## **Article 10 Special Provision**

### **10.1 Confidential Treatment**

All documents, reports, cost estimates technical data and information shall be treated confidentially and must not be made available to any third party without the written approval of the party.

### **10.2 Copyright**

The copy right for all designs and related documents furnished by the Consultant shall be owned by the Employer.

### **10.3 Reimbursements**

All reimbursements, insurance payment, guarantee payments or other payments, if any, shall be made for the account of the Employer to:

Kreditanstalt für Wiederaufbau - Frankfurt am Main – Germany

Account Number: 56 000 000 00

Bank Code Number ( BLZ ) : 500 204 00

S.W.I.F.T.: KFWIDEFF

for account of:

Ministry of Environmental Protection of Georgia/ LELP Agency of Protected Areas.

### **10.3 Settlement of Disputes**

All disputes arising from this contract will be resolved by the court according to the current legislation of Georgia.

All issues not covered by this agreement will be resolved according to the current legislation of Georgia.

For Employer:

World Wide Fund for Nature WWF Germany's

Branch in Georgia

TIN 205 282 978

11, Alexidze Street, Tbilisi, Georgia

Bank ID: ProCredit Bank, 220101922

Account: GE19PC0133600100051491

Phone: 223 75 03 (108)

Director: Nika Malazonia

LEPL Agency of Protected Areas of

Ministry of Environmet Protection of Georgia

6, Gulua Street, Tbilisi, Georgia

TIN 204 911 337

State Treasury

Treasury Code : 220101222

Phone: 275 23 52

Deputy Head: Lasha Moistsrapishvili

For Consultant:

Company XXXXXX

## **Annex 17**

### **Model Advance Payment Bond**

Letter by the Guarantor to the Purchaser

On..... you concluded with..... („Contractor“) a contract  
for..... (project, subject of contract) at price of

.....  
According to the provision of the contract the Contractor receives an advance payment in the amount  
of ..... equalling ..... percent of the contract total price.

We, the undersigned..... (bank) , waiving all objections and  
defences under the aftermentioned contract, hereby irrevocably and independently guarantee to pay  
on your first written demand any amount advanced to the Contractor up to a total of

.....  
(in words).....

against your written declaration that the Contractor has failed to perform the after mentioned contract.

This guarantee shall come into force as soon as the advance payment has been credited to the  
account of the Contractor.

This guarantee shall automatically be reduced in accordance with the preparatory costs paid and  
services rendered by the Contractor.

In the event of any claim under this guarantee, payment shall be effected to

Kreditanstalt für Wiederaufbau - Frankfurt am Main – Germany

Account Number: 56 000 000 00

Bank Code Number ( BLZ ) : 500 204 00

S.W.I.F.T.: KFWIDEFF

for account of: Ministry of Environmental Protection of Georgia/ LELP Agency of Protected Areas.

This guarantee shall expire not later than..... by which date we must receive any claims by letter or  
coded telecommunication

It is understood that you will return this guarantee to us on expiry or after settlement of the total  
amount to be claimed hereunder.

.....  
Place, date

.....  
Guarantor