

GrCF3 W2 - Yerevan Customs and Logistics Centre Project

PIU Support Experts

Section I. Instructions to Applicants

1. Applicable Rules

- 1.1 This open competitive selection process is carried out in accordance with the EBRD Procurement Policies and Rules (Rev. May 2022)
- 1.2 Applicants shall note that the provisions of the EBRD Enforcement Policy and Procedures (Rev. October 2017) apply to this selection process and the resulting Contract.
- 1.3 The contract with the successful applicant will be signed in a format provided herewith. The draft Contract is prepared based on the EBRD Conditions of Contract for Consultancy Services (Small Assignments).

2. Content of Applications

- 2.1 An application shall comprise the following documents:
 - Statement (max 2 pages) + Comments on ToR (max 2 pages)
 - Curriculum Vitae
 - Covenant of Integrity
- 2.2 Applicants shall use the templates provided in Section III, Forms attached hereto to prepare their Statements and Comments to the ToR and CVs in the Armenian and English languages.
- 2.3 Applicants must submit a Covenant of Integrity (Col) using the provided template without any alterations, unless specific instructions are included in the Col.

3. Clarification of Selection Document

- 3.1 Requests for clarification shall be submitted to the Client via email to piu_src@src.am.
- 3.2 Applicants shall state **PIU Support Experts – [relevant position, e.g. E1 Project Manager]** in the subject line of the email message.

4. Submission of Applications

- 4.1 Applications shall be submitted via email only to piu_src@src.am before the date and time stated in the Invitation for Applications published on the EBRD website.
IN-PERSON SUBMISSION IS NOT PERMITTED AND ANY SUCH SUBMISSION SHALL NOT BE CONSIDERED.
- 4.2 The Client may extend the deadline for submission of applications, which shall be advised via update of the Invitation for Applications published on the EBRD website.
- 4.3 Applicants shall state **PIU Support Experts – [relevant position, e.g. E1 Project Manager]** in the subject line of the email message.
- 4.4 Applicants shall prepare, print out, sign and date each document separately and submit the application in PDF format.

5. Evaluation of Applications

- 5.1 Applications shall be evaluation in accordance with the criteria and methodology detailed in Section II, Evaluation Criteria and Methodology.

Section II. Evaluation Criteria and Methodology

1. CV Review and Shortlisting

- 1.1 The PIU will first review examine the Applications for completeness and screen the CVs for general relevance to the TOR.
- 1.2 Shortlisted CVs will be scored applying the following criteria:

Criteria	Sub-criteria Weight		Minimum Score (% of max.)
	%	score	
(a) Consultant's qualifications and relevant professional experience: - general qualifications, including language skills - specific experience and expertise related to the Consultant's tasks - regional experience		45	21 (60%)
	20%	15	
	70%	25	
	10%	5	
(b) Quality of the statement and comments and suggestions on the ToR: - understanding of the objectives and tasks of the proposed role - quality of comments and suggestions on the ToR		5	
	60%	3	
	40%	2	
(c) Performance at the interview (applicable only to the shortlisted consultants) - presentation of Consultant's qualifications and experience key for the proposed role - presentation of the Consultant's approach to the proposed role and comments and suggestions on the ToR - communication, leadership and language skills		50	
	30%	18	
	50%	20	
	20%	12	
TOTAL		100	60 (60%)

The minimum technical score required to pass is: 60

2. Interviews:

- 2.1 Only the applicants who scored the minimum score or above for criteria (a) and (b) shall be invited for an interview. The Client reserves the right to limit interview invitations to the 5 (five) top ranked candidates for each position.
- 2.2 Applicants invited to the interview will be expected to present their vision of the role/tasks under the ToR as well as provide an extended presentation of their comments and suggestions on the ToR.
- 2.3 Applicants to be interviewed shall be notified of the time and date of the interviews not less than five (5) working days in advance. Interviews may be conducted in person or through electronic means of communication.
- 2.4 The performance of applicants at the interview shall be scored under criterion (c). The final ranking will be determined on the basis of the overall score (weighted sum of scores for criteria (a) to (c)).
- 2.5 The Client shall invite the highest-ranked applicant to negotiate the contract. If negotiations are unsuccessful, the Client will proceed to negotiate with the next highest-ranked applicant, and so on, until an agreement is reached.

Section III. Forms

Applicants shall use the following forms to prepare and submit their applications:

- Statement and Comments on ToR
- Curriculum Vitae
- Covenant of Integrity

Applicant's Statement and Comments on the Terms of Reference

To: *[Insert the Client's name]*

Applicant's Name: *[Insert the Applicant's name]*

Contract: **PIU Support Experts – [choose one of the following: E1 Project Manager , E2 Procurement Expert, E3 Engineer, E4 Environmental and Social Expert]**

Dear Madam/Sir,

I am applying for the above Contract.

[The Applicant shall provide a statement explaining why and how they are qualified for the chosen position highlighting previous experience in relation to the specific tasks outlined in the Terms of Reference (ToR).]

I have the following comments on the proposed Terms of Reference:

[The Applicant shall provide comments to any aspects of the ToR.]

In case of a contract award, I am available to commence the Services on *[state the date]*.

Signed:	
Date:	

Curriculum Vitae

To: *[Insert the Client's name]*

Applicant's Name: *[Insert the Applicant's name]*

Contract: **PIU Support Experts – [choose one of the following: E1 Project Manager , E2 Procurement Expert, E3 Engineer, E4 Environmental and Social Expert]**

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Personal information	Name:
	Date of birth:
	Professional qualifications:
Present employment	Name of employer:
	Address of employer:
	Telephone:
	Email:
	Contact person (manager/HR officer):
	Job title:
	Years with present employer:

Summary of professional education (and specialised training relevant to the Contract) in reverse chronological order:

From	To	University/Specialised Institution, Degree or Qualification obtained

Summary of professional experience in reverse chronological order (with highlights of particular technical and managerial experience relevant to the Contract):

From	To	Company, Position, Relevant Technical and Management Experience ²

Signed:	
Date:	

Covenant of Integrity¹

To: *[insert name of Client]*

Dear Sir or Madam,

Re: Contract: **PIU Support Experts – [choose one of the following: E1 Project Manager, E2 Procurement Expert, E3 Engineer, E4 Environmental and Social Expert]**

I declare and covenant that neither I nor any of my agents, representatives, Affiliates, Subcontractors as well as concessionaires, where these exist, acting on my behalf with due authority or with my knowledge or consent, or facilitated by me, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the Procurement Process or in the execution or supply of any works, goods, services or consultancy services for 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.

I declare that I have paid, or will pay, the following commissions, gratuities, or fees with respect to the Procurement Process or execution of the Contract²:

Name of Recipient	Address	Reason	Amount

I shall, for the duration of the Procurement Process and, if successful, for the duration of the Contract, ensure compliance with this Covenant and shall make myself available to you for any communication about this Covenant.

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

- (i) I and any of my agents, representatives or current Affiliates, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any procurement process or provision of works, goods, services or consultancy services during the ten years preceding the date of this Covenant;
- (ii) I nor any of my current agents, representatives, where these exist, have been dismissed or have resigned from any employment on the grounds of being implicated in any Prohibited Practice, during the ten years preceding the date of this Covenant;
- (iii) I nor any of my current agents, representatives, where these exist, are currently not excluded or otherwise sanctioned by any major Multilateral Development Bank or International Financial Institution (including African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank, Inter-American Development Bank or World Bank Group) from participation in a procurement procedure or from entering into a contract with any of such institutions on the grounds of engaging in a Prohibited Practice;

¹ The defined terms used in this Covenant of Integrity have the same meaning as stated in the Procurement Document for the Contract

² If none has been paid or is to be paid, state “None”

- (iv) (a) I am currently not subject to any economic or financial sanctions or restrictive measures imposed by a resolution of the United Nations Security Council under Chapter VII of the UN Charter and (b) I am not acting on behalf of, any so designated person or entity; and
- (v) I further undertake to immediately inform the Client and the Bank in the event any of the declarations, representations or covenants set out above is no longer true or correct in any respect, cooperate in good faith with the Bank and its representatives in assessing the event and respond promptly and in reasonable detail to any request for information from the Bank regarding any such event.

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

Name of Individual / Entity Required to be Disclosed	Reason Disclosure is Required ³

I understand that a misrepresentation in relation to or an omission to provide full disclosure of the information as required by this Covenant may result in the rejection of our submission and it may also lead to Enforcement Actions and Disclosure Actions as set out in the Bank's Enforcement Policy and Procedures.

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;
- (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 Bank's Resources or Bank Assets** which means improper use of the Bank's Resources or Bank Assets, committed either knowingly or recklessly;
- (vi) an **Obstructive Practice** which means any of (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

³ 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, agents or representatives commits any Prohibited Practice in connection with the Procurement Process or the execution of the Contract.

If the provisions is not applicable, please state "Not applicable".

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.

At any time following our submission to the Client, I shall permit, and shall cause any third party, including agents, representatives and Subcontractors, engaged or involved for any part of the Contract to permit the Bank and/or persons appointed by them, the right to inspect and copy all accounts, books, records, and other documents (on any media or in any format) relating to the Procurement Process and execution of the Contract and to have any such accounts, books, records, and documents audited the Bank and by auditors appointed by the Bank. I 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 completion of the Contract.

Name:	
Signed:	
Date:	

Section IV. Requirements (Terms of Reference)

Terms of Reference for individual positions are provided below.

PROJECT IMPLEMENTATION UNIT SUPPORT TEAM**PROJECT MANAGER****TERMS OF REFERENCE****1. BACKGROUND**

The European Bank for Reconstruction and Development (“EBRD” or the “Bank”) will provide financing to the Republic of Armenia (the “Borrower”) to finance construction of a Customs and Logistics Centre in Yerevan, Armenia (“Yerevan CLC”).

Yerevan CLC will provide essential capacity to absorb increasing demand in the medium- and long-term horizons. It is expected to increase efficiency and transparency of customs operations, improve the quality, and introduce time reductions required for customs clearance services through the application of the “One Stop Shop / Single Window” concept. The utilisation of high-quality scanning and inspection equipment at both sites will significantly reduce the existing practices for time consuming, manual handling of cargo.

Yerevan CLC, along with similar project in the Syunik region, is targeted to be one of the first two public buildings to have achieved green building certification, namely Leadership in Energy and Environmental Design (“LEED”) certification with a minimum level of Silver or equivalent. Certification through reputable certification schemes, such as LEED, ensures that new buildings are designed and constructed according to a low carbon trajectory.

In addition to the abovementioned project, the EBRD has already provided financing to support Meghri BCP Modernisation project, as well as Syunik Customs and Logistics Centre. The beneficiary and the implementing agency for all mentioned projects is the State Revenue Committee of Armenia (the “SRC” or the “Client”). The Bank is considering further investments for the benefit of the Client in near future.

Meghri BCP Modernisation, Syunik Customs and Logistics Centre and Yerevan CLC (together the “Projects”) also benefit from number of technical cooperation assignments, carried out by various consultants, including Project Implementation Support (“PIS”) consultants.

All projects are or will be implemented by the Project Implementation Unit (the “PIU”) established within the SRC.

In order to ensure efficient and effective implementation of the Projects, a PIU support team of up to 4 local experts (**Project Manager, Procurement Expert, Technical Specialist / Civil Engineer, Environmental and Social Expert**) will be embedded within the SRC’s PIU for a period of one year, with the possibility of an extension of one more year subject to the review of the performance of the experts on an annual basis by the Client. The PIU support team (the “Experts”) will provide capacity support to the SRC to ensure timely and efficient implementation of the Projects (the “Assignment”).

These Terms of Reference (TOR) specifically refer to the Experts’ objectives and scope of work.

2. OBJECTIVES

The overall objective of the Assignment is to support the SRC with the timely and effective implementation of the Projects.

The investments and consultancy services for the Project are being or will be procured in accordance with the EBRD Procurement Policies and Rules (“PPR”). The Projects will also be

implemented in accordance with EBRD's Performance Requirements under the 2019 EBRD Environmental and Social Policy, and the requirements of the respective Environmental and Social Action Plans ("ESAP") and Stakeholder Engagement Plan ("SEP") and should not violate the requirements of the national legislation of the Republic of Armenia.

3. SCOPE OF WORK

All experts, including a Project Manager, will work closely with the PIS consultants and, as appropriate, SRC's relevant departments.

Job Description: Project Manager

Location: Yerevan, Armenia

Employer: State Revenue Committee of Armenia (SRC)

Job Purpose:

The Project Manager reports to the Head of PIU and is responsible for the overall management and results of the Projects and for coordination with the consultants and EBRD. The Project Manager will ensure that all activities financed under the Projects will be implemented in accordance with the applicable laws of Republic of Armenia and set policies and rules described in the Financing Documents.

Key Responsibilities:

1. Project Coordination and Management:

- Organize, coordinate, integrate, and monitor operations of the PIU and the institutions involved in the project during its preparation and implementation.
- Ensure timely implementation of all project activities and provide regular reports to stakeholders.
- Oversee all matters related to the PIU role within the projects, including planning and general management.

2. Stakeholder Communication and Reporting:

- Represent the Client in relations with the European Bank for Reconstruction and Development ("EBRD" or the "Bank"), government authorities, contractors, suppliers, consultants, and other third parties, but only through the SRC or in collaboration with the SRC, as per the Client's guidelines.
- Regularly monitor project status and draft comprehensive progress reports, annual reviews, and semi-annual financial statements.
- Draft and propose changes to project documents to reflect expected results.

3. Financial Management:

- Contribute to the development, improvement, and implementation of procedures related to the annual project budget.
- Prepare supplementary budgets as needed and cooperate with finance teams to ensure project costs are fully captured.
- Maintain financial accounting and control over project funds in line with relevant laws and the internal financial management procedures.

4. Compliance and Legal Adherence:

- Ensure that all documents prepared or approved by the Client comply with the laws of the Republic of Armenia and EBRD's rules and regulations.
- Ensure compliance with the requirements of applicable labor legislation and conditions of individual employment contracts for the PIU staff.

5. Team and Staff Management:

- Oversee day-to-day activities of the PIU, evaluate staff performance, and recommend changes to improve operational effectiveness.
 - Plan and direct the work of subordinate Experts to ensure efficient use of human resources and financing.
 - Manage the performance of subordinate experts, providing ongoing evaluation and feedback.
- 6. Operational Efficiency:**
- Ensure efficient use of project funds, human resources, and working time through the development and implementation of necessary administrative and working measures.
 - Prepare and justify decisions regarding the extension or non-extension of employment contracts for PIU experts.
- 7. Budgeting and Financial Oversight:**
- Prepare and coordinate annual project budgets and operational budgets for expert costs.
 - Control the implementation of project and expert budgets.
 - Collaborate with contractors, suppliers, and consultants to prepare quarterly and yearly disbursement forecasts for all contracts financed by the project.
- 8. Disbursement and Payment Oversight:**
- Verify financial reports, bank guarantees, payment certificates, and invoices submitted by contractors, suppliers, and consultants, ensuring compliance with relevant contract conditions.
 - Prepare and submit disbursement requests to EBRD for payment of invoices, in accordance with their requirements.
- 9. Project Visibility and Reporting:**
- Organize and coordinate visibility activities to ensure appropriate communication of project progress and outcomes.
 - Prepare and submit necessary reports and reference materials to supervising state authorities and project financiers.
- 10. Risk Management and Documentation:**
- Ensure proper accounting and storage of bank guarantees or collateral amounts provided by contractors and suppliers.
 - Prepare materials for verifying project implementation by the EBRD and submit financial management reports and information to project financiers.

It is expected that the SRC will support the Experts in the above activities by facilitating the relevant contacts and the organisation of necessary discussions and meetings as well as ensuring coordination with other donors' activities to avoid overlap.

Qualifications:

- 1. General experience and qualifications:**
- University degree/diploma in a relevant field.
 - University high degree/diploma in Law would be preferred.
 - Proficiency in English language is mandatory, Armenian language is preferable.
 - High computer literacy.
 - At least 5 years managerial experience. Experience in the IFI/public sector would be considered an advantage.
- 2. Specific experience**
- Successful experience in working with public authorities: at least 2 years leadership / coordination role on projects with IFIs, MDBs or similar institutions; Experience in implementation of such projects in Armenia is considered an asset.

- At least 1 year experience in implementation of projects financed by international donor institutions; Experience in implementation of projects financed by EU institutions would be a distinct advantage.
- Experience and expertise in performing the tasks required in the ToRs;
- Experience in implementation of at least one project financed by IFIs, MDBs or similar institutions which concerns public infrastructure (transport, energy or environment municipal infrastructure).
- Knowledge of the EBRD Procurement Policies and Rules will be considered an advantage.
- Relevant knowledge and experience in contract management will be considered an advantage.

4. IMPLEMENTATION ARRANGEMENTS AND DELIVERABLE

4.1 Assignment Duration and Implementation Arrangements

The Assignment will be for a duration of 12 months, with a possibility of one-year extension, subject to satisfactory performance.

The Assignment is expected to start in Q4 2025. The Project Manager is expected to work on a **full-time basis** (5 days a week) and are expected to exclusively work on this Assignment.

The SRC, in agreement with EBRD, will have the right to ask for the contract to be terminated / replacement found for Experts due to non-performance.

Experts will be paid on a monthly basis in equal instalments throughout the year.

It is expected that the Experts will be provided with furnished, serviced and maintained office accommodation in Yerevan by the SRC and the SRC will bear all administrative costs with prior approval of such.

All documentation related to the works is and will remain the property of the SRC after completion of the assignment. The Experts shall not publish, use or dispose of this documentation without the written consent of the stakeholders.

4.2 Confidentiality

All information enclosed in these Terms of Reference as well as that associated with the Assignment – including the deliverables and all other documents produced by the Experts in the context of this Assignment shall remain confidential.

4.3 Donor Visibility

The EBRD might require adequate visibility for its contribution. The Experts shall collect evidence of donor's visibility on all produced reports for the Projects. The final report shall detail the ways in which the donor's visibility requirements were adhered to.

4.4 Deliverables and Milestones

The list of key deliverables will be developed by the Experts one month after the commencement of the Assignment as per the Scope of Work and will be delivered in close collaboration with the other consultants.

The timeline for the key milestones in this Assignment as set out in the scope of services will be agreed during the inception phase between all parties: Client, consultants, experts, and the EBRD; and set out in a detailed work plan with mutually agreed deliverables and timelines.

PROJECT IMPLEMENTATION UNIT SUPPORT TEAM**PROCUREMENT EXPERT****TERMS OF REFERENCE****1. BACKGROUND**

The European Bank for Reconstruction and Development (“EBRD” or the “Bank”) will provide financing to the Republic of Armenia (the “Borrower”) to finance construction of a Customs and Logistics Centre in Yerevan, Armenia (“Yerevan CLC”).

Yerevan CLC will provide essential capacity to absorb increasing demand in the medium- and long-term horizons. It is expected to increase efficiency and transparency of customs operations, improve the quality, and introduce time reductions required for customs clearance services through the application of the “One Stop Shop / Single Window” concept. The utilisation of high-quality scanning and inspection equipment at both sites will significantly reduce the existing practices for time consuming, manual handling of cargo.

Yerevan CLC, along with similar project in the Syunik region, is targeted to be one of the first two public buildings to have achieved green building certification, namely Leadership in Energy and Environmental Design (“LEED”) certification with a minimum level of Silver or equivalent. Certification through reputable certification schemes, such as LEED, ensures that new buildings are designed and constructed according to a low carbon trajectory.

In addition to the abovementioned project, the EBRD has already provided financing to support Meghri BCP Modernisation project, as well as Syunik Customs and Logistics Centre. The beneficiary and the implementing agency for all mentioned projects is the State Revenue Committee of Armenia (the “SRC” or the “Client”). The Bank is considering further investments for the benefit of the Client in near future.

Meghri BCP Modernisation, Syunik Customs and Logistics Centre and Yerevan CLC (together the “Projects”) also benefit from number of technical cooperation assignments, carried out by various consultants, including Project Implementation Support (“PIS”) consultants.

All projects are or will be implemented by the Project Implementation Unit (the “PIU”) established within the SRC.

In order to ensure efficient and effective implementation of the Projects, a PIU support team of up to 4 local experts (**Project Manager, Procurement Expert, Technical Specialist / Civil Engineer, Environmental and Social Expert**) will be embedded within the SRC’s PIU for a period of [one year, with the possibility of an extension of one more year subject to the review of the performance of the experts on an annual basis by the Client]. The PIU support experts (the “Experts”) will be embedded within the PIU and provide capacity support to the SRC to ensure timely and efficient implementation of the Projects (the “Assignment”).

These Terms of Reference (TOR) specifically refer to the Experts’ objectives and scope of work.

2. OBJECTIVES

The overall objective of the Assignment is to support the SRC with the timely and effective implementation of the Projects.

The investments and consultancy services for the Project are being or will be procured in accordance with the EBRD Procurement Policies and Rules (“PPR”). The Projects will also be

implemented in accordance with EBRD's Performance Requirements under the 2019 EBRD Environmental and Social Policy, and the requirements of the respective Environmental and Social Action Plans ("ESAP") and Stakeholder Engagement Plan ("SEP") and should not violate the requirements of the national legislation of the Republic of Armenia.

3. SCOPE OF WORK

All experts, including a Procurement Expert, will work closely with the PIS consultants and, as appropriate, SRC's relevant departments.

Job Description: Procurement Expert

Location: Yerevan, Armenia

Employer: State Revenue Committee of Armenia (SRC)

Job Purpose:

The Procurement Expert reports to the Project Manager and is responsible for the overall procurement and contract administration for the contracts to be financed under the Projects. The Procurement Expert will ensure that the procurement and contract administration of the contracts to be financed under the Project will be implemented in accordance with the applicable laws of Republic of Armenia and the procurement procedures set in the Project Financing Documents. The Procurement Expert will be responsible for all procurement activities and administration of the contracts financed under the Project on behalf of the SRC. The Expert will be accountable for the procurement activities and reporting to the SRC, EBRD, relevant central authorities and audit bodies.

Key Responsibilities:

- Prepare, update, and coordinate the Project procurement plan with stakeholders and report on any deviations.
- Ensure the procurement plan aligns with the project's timeline and objectives.
- Collaborate with the Project Implementation Support (PIS) consultants to develop procurement documentation, including relevant environmental, health, safety, and labor specifications.
- Ensure tender documentation complies with the Environmental and Social Action Plan (ESAP), national Environmental Impact Assessment (EIA), and other relevant reference documents.
- Submit tender documentation through the EBRD Client E-Procurement Portal (ECEPP) for the Bank's review.
- Coordinate and address any comments or feedback from the Bank regarding the tender documentation.
- Carry out tender processes in accordance with the procurement plans and EBRD's Procurement Procedures (PPR).
- Ensure the entire procurement process follows the established protocols and timelines.
- Organize and coordinate the work of the Evaluation Committee for the procurement process.
- Submit Evaluation Reports to the Evaluation Committee for approval and ensure proper documentation of the evaluation process.
- Participate as an observer/expert in Evaluation Committee meetings, providing input as needed.
- Submit evaluation reports via ECEPP for the Bank's review and respond to any clarification requests from the Bank.

- Participate in the preparation of contracts and negotiate terms with winning contractors, suppliers, and consultants.
- Submit draft or negotiated contracts to the SRC's administration and the selected contractors, suppliers, and consultants for final approval and signing.
- Submit finalized and signed contracts via ECEPP for the Bank's review in accordance with procurement guidelines.
- Provide support to the SRC in addressing and resolving any procurement-related complaints or disputes.
- Administer and manage signed contracts with suppliers, contractors, and consultants, ensuring compliance with all terms and conditions.
- Handle dispute resolution and manage claims effectively, ensuring timely resolution in accordance with contractual agreements.
- Ensure the SRC receives appropriate advice and guidance on all matters related to contract administration and management.
- Work closely with contractors, suppliers, and consultants to ensure that the quality and speed of project implementation meet EBRD's standards and expectations.

It is expected that the SRC will support the Experts in the above activities by facilitating the relevant contacts and the organisation of necessary discussions and meetings as well as ensuring coordination with other donors' activities to avoid overlap.

Qualifications:

1. General experience and qualifications:

- University degree/diploma in engineering, business, law, procurement, or other related area.
- Proficiency in English language is mandatory, and Armenian language is preferable.
- High computer literacy.
- At least 10 years professional experience.

2. Specific experience

- Demonstrated experience in working on similar assignments, i.e. carrying out the procurement in accordance with EBRD or other MDBs procurement policies and rules.
- Experience in implementation of at least one project involving procurement of works, goods, and services in accordance with EBRD or other MDBs procurement policies and rules.
- Experience in minimum three (3) tenders for procurement of goods in accordance with MDBs procurement policies and rules and using their Standard Procurement Documents.
- Practical experience of FIDIC contracts will be considered an advantage.

4. IMPLEMENTATION ARRANGEMENTS AND DELIVERABLE

4.1 Assignment Duration and Implementation Arrangements

The assignment will be for a duration of 12 months, with a possibility of one-year extension, subject to satisfactory performance.

The Assignment is expected to start in Q4 2025. The Procurement Expert is expected to work on a **full-time basis** (5 days a week) and are expected to exclusively work on this Assignment.

The SRC, in agreement with EBRD, will have the right to ask for the contract to be terminated / replacement found for Experts due to non-performance.

Experts will be paid on a monthly basis in equal instalments throughout the year.

It is expected that the Experts will be provided with furnished, serviced and maintained office accommodation in Yerevan by the SRC and the SRC will bear all administrative costs with prior approval of such.

All documentation related to the works is and will remain the property of the SRC after completion of the assignment. The Experts shall not publish, use or dispose of this documentation without the written consent of the stakeholders.

4.2 Confidentiality

All information enclosed in these Terms of Reference as well as that associated with the Assignment – including the deliverables and all other documents produced by the Experts in the context of this Assignment shall remain confidential.

4.3 Donor Visibility

The EBRD might require adequate visibility for its contribution. The Experts shall collect evidence of donor's visibility on all produced reports for the Projects. The final report shall detail the ways in which the donor's visibility requirements were adhered to.

4.4 Deliverables and Milestones

The list of key deliverables will be developed by the Experts one month after the commencement of the Assignment as per the Scope of Work and will be delivered in close collaboration with the other consultants.

The timeline for the key milestones in this Assignment as set out in the scope of services will be agreed during the inception phase between all parties: Client, consultants, experts, and the EBRD; and set out in a detailed work plan with mutually agreed deliverables and timelines.

PROJECT IMPLEMENTATION UNIT SUPPORT TEAM**TECHNICAL SPECIALIST (CIVIL ENGINEER)****TERMS OF REFERENCE****1. BACKGROUND**

The European Bank for Reconstruction and Development (“EBRD” or the “Bank”) will provide financing to the Republic of Armenia (the “Borrower”) to finance construction of a Customs and Logistics Centre in Yerevan, Armenia (“Yerevan CLC”).

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Yerevan CLC, along with similar project in the Syunik region, is targeted to be one of the first two public buildings to have achieved green building certification, namely Leadership in Energy and Environmental Design (“LEED”) certification with a minimum level of Silver or equivalent. Certification through reputable certification schemes, such as LEED, ensures that new buildings are designed and constructed according to a low carbon trajectory.

In addition to the abovementioned project, the EBRD has already provided financing to support Meghri BCP Modernisation project, as well as Syunik Customs and Logistics Centre. The beneficiary and the implementing agency for all mentioned projects is the State Revenue Committee of Armenia (the “SRC” or the “Client”). The Bank is considering further investments for the benefit of the Client in near future.

Meghri BCP Modernisation, Syunik Customs and Logistics Centre and Yerevan CLC (together the “Projects”) also benefit from number of technical cooperation assignments, carried out by various consultants, including Project Implementation Support (“PIS”) consultants.

All projects are or will be implemented by the Project Implementation Unit (the “PIU”) established within the SRC.

In order to ensure efficient and effective implementation of the Projects, a PIU support team of up to 4 local experts (**Project Manager, Procurement Expert, Technical Specialist / Civil Engineer, Environmental and Social Expert**) will be embedded within the SRC’s PIU for a period of one year, with the possibility of an extension of one more year subject to the review of the performance of the experts on an annual basis by the Client. The PIU support experts (the “Experts”) will be embedded within the PIU and provide capacity support to the SRC to ensure timely and efficient implementation of the Projects (the “Assignment”).

These Terms of Reference (TOR) specifically refer to the Experts’ objectives and scope of work.

2. OBJECTIVES

The overall objective of the Assignment is to support the SRC with the timely and effective implementation of the Projects.

The investments and consultancy services for the Project are being or will be procured in accordance with the EBRD Procurement Policies and Rules (“PPR”). The Projects will also be

implemented in accordance with EBRD's Performance Requirements under the 2019 EBRD Environmental and Social Policy, and the requirements of the respective Environmental and Social Action Plans ("ESAP") and Stakeholder Engagement Plan ("SEP") and should not violate the requirements of the national legislation of the Republic of Armenia.

3. SCOPE OF WORK

All experts, including a Technical Specialist / Civil Engineer, will work closely with the PIS consultants and, as appropriate, SRC's relevant departments.

Job Description: Technical Specialist / Civil Engineer (Engineer)

Location: Yerevan, Armenia

Employer: State Revenue Committee of Armenia (SRC)

Job Purpose:

The Engineer will report to the Project Manager and will closely collaborate with the sustainable construction consultants engaged in preparation of buildings to sustainable certification, designing and supervision teams, PIU and other stakeholders. The Engineer will be responsible for the provision of information, analysis, review, inputs, or other contributions for all relevant technical aspects of procurement and works/contracts supervision related to the Project.

Key Responsibilities:

- Coordinate exchange of required initial technical data, including the technical conditions between the SRC, PIS consultants and other third parties, required for the Project implementation and to be provided as the base data for the contract in order to minimize the risk of the cost and time overrun.
- Contribute to the development of specifications and other documentation required under the procurement procedures for goods, works, and services.
- Participate in the review and approval (by the PIS consultant in its capacity of Engineer) of the contractor's construction and installation program, drawings, and other documents, supervision of the execution of contract documentation.
- Ensure timely obtaining the local design approvals by responsible bodies, if this is foreseen by local regulations and legislation.
- Proactively collaborate with the SRC and PIS consultants on any identified non-compliance of the design likely to cause material delay or other adverse consequences.
- Collaborate with the sustainable construction consultants to ensure that project will meet required level of certification under LEED scheme.
- Contribute throughout the Construction Risk Assessment with the aim to manage and reduce/eliminate hazards and risks.
- Proactively collaborate with the PIS consultant throughout Programming and Monitoring Progress including review of the Consultant's reports and outputs and, as the case may be, provision of relevant comments/input; participate in monthly meetings ("Project Team Meetings") to be convened by the Consultant and report to the Project Manager as may be required.
- Review Engineer's Work Programme Report and Contracts Monthly Progress Reports to be produced by the PIS Consultant, provide comments/input, if relevant; review and

analyze any other reports related to the progress of CLCs construction prepared by consultants.

- Participate in checking the quality of work and building materials used, as per technical specifications, control over the use of material, and quality certificate of building materials and products.
- Attend during supervision by the PIS consultant of construction and installation works performed by contractors to ensure their compliance with working documentation, applicable standards, construction quality, and contract specifications, including relevant ESAP commitments.
- Attend during supervision control and certification together with the PIS consultant of the amount of work performed for payment to contractors, and suppliers.
- Proactively collaborate with the PIU and the PIS consultants to the extent relevant throughout contracts administration and supervision of the works contracts.
- Control over the acceptance of completed construction projects by the local authorities and the transfer of facilities into operation.
- Report to the Project Manager on a regular basis on construction progress and provide other reports as may be required.
- Ensure compliance with the national norms and rules for environmental protection and EBRD Performance Requirements when performing construction and installation works.
- Contribute to the extent relevant to the preparation of regular reports to the EBRD, government agencies, and other relevant stakeholders on the overall progress and results of the Project.
- In addition, the Engineer will be involved in the preparation and, as the case may be, implementation of any follow-on phases of the Project to be financed by EBRD and actively participate in the organization of other activities/events with EBRD participation.

It is expected that the SRC will support the Experts in the above activities by facilitating the relevant contacts and the organisation of necessary discussions and meetings as well as ensuring coordination with other donors' activities to avoid overlap.

Qualifications:

3. General experience and qualifications:

- Higher education in civil engineering or similar technical education.
- Proficiency in English language is mandatory, Armenian language is preferable.
- High computer literacy.
- At least 5 years of relevant work experience and skills related to the tasks performed.

4. Specific experience

- Experience in similar IFI projects and sustainable construction will be considered an advantage.

4. IMPLEMENTATION ARRANGEMENTS AND DELIVERABLE

4.1 Assignment Duration and Implementation Arrangements

The assignment will be a duration of 12 months, with possibility of one-year extension, subject to satisfactory performance.

The Assignment is expected to start in Q4 2025. The Engineer is expected to work on a **full-time basis** (5 days a week) and are expected to exclusively work on this Assignment.

The SRC, in agreement with EBRD, will have the right to ask for the contract to be terminated / replacement found for Experts due to non-performance.

Experts will be paid on a monthly basis in equal instalments throughout the year.

It is expected that the Experts will be provided with furnished, serviced and maintained office accommodation in Yerevan by the SRC and the SRC will bear all administrative costs with prior approval of such.

All documentation related to the works is and will remain the property of the SRC after completion of the assignment. The Experts shall not publish, use or dispose of this documentation without the written consent of the stakeholders.

4.2 Confidentiality

All information enclosed in these Terms of Reference as well as that associated with the Assignment – including the deliverables and all other documents produced by the Experts in the context of this Assignment shall remain confidential.

4.3 Donor Visibility

The EBRD might require adequate visibility for its contribution. The Experts shall collect evidence of donor's visibility on all produced reports for the Projects. The final report shall detail the ways in which the donor's visibility requirements were adhered to.

4.4 Deliverables and Milestones

The list of key deliverables will be developed by the Experts one month after the commencement of the Assignment as per the Scope of Work and will be delivered in close collaboration with the other consultants.

The timeline for the key milestones in this Assignment as set out in the scope of services will be agreed during the inception phase between all parties: Client, consultants, experts, and the EBRD; and set out in a detailed work plan with mutually agreed deliverables and timelines.

PROJECT IMPLEMENTATION UNIT SUPPORT TEAM

ENVIRONMENTAL AND SOCIAL EXPERT

TERMS OF REFERENCE

1. BACKGROUND

The European Bank for Reconstruction and Development (“EBRD” or the “Bank”) will provide financing to the Republic of Armenia (the “Borrower”) to finance construction of a Customs and Logistics Centre in Yerevan, Armenia (“Yerevan CLC”).

Yerevan CLC will provide essential capacity to absorb increasing demand in the medium- and long-term horizons. It is expected to increase efficiency and transparency of customs operations, improve the quality, and introduce time reductions required for customs clearance services through the application of the “One Stop Shop / Single Window” concept. The utilisation of high-quality scanning and inspection equipment at both sites will significantly reduce the existing practices for time consuming, manual handling of cargo.

Yerevan CLC, along with similar project in the Syunik region, is targeted to be one of the first two public buildings to have achieved green building certification, namely Leadership in Energy and Environmental Design (“LEED”) certification with a minimum level of Silver or equivalent. Certification through reputable certification schemes, such as LEED, ensures that new buildings are designed and constructed according to a low carbon trajectory.

In addition to the abovementioned project, the EBRD has already provided financing to support Meghri BCP Modernisation project, as well as Syunik Customs and Logistics Centre. The beneficiary and the implementing agency for all mentioned projects is the State Revenue Committee of Armenia (the “SRC” or the “Client”). The Bank is considering further investments for the benefit of the Client in near future.

Meghri BCP Modernisation, Syunik Customs and Logistics Centre and Yerevan CLC (together the “Projects”) also benefit from number of technical cooperation assignments, carried out by various consultants, including Project Implementation Support (“PIS”) consultants.

All projects are or will be implemented by the Project Implementation Unit (the “PIU”) established within the SRC.

In order to ensure efficient and effective implementation of the Projects, a PIU support team of up to 4 local experts (**Project Manager, Procurement Expert, Technical Specialist / Civil Engineer, Environmental and Social Expert**) will be embedded within the SRC’s PIU for a period of one year, with the possibility of an extension of one more year subject to the review of the performance of the experts on an annual basis by the Client. The PIU support experts (the “Experts”) will be embedded within the PIU and provide capacity support to the SRC to ensure timely and efficient implementation of the Projects (the “Assignment”).

These Terms of Reference (TOR) specifically refer to the Experts’ objectives and scope of work.

2. OBJECTIVES

The overall objective of the Assignment is to support the SRC with the timely and effective implementation of the Projects.

The investments and consultancy services for the Project are being or will be procured in accordance with the EBRD Procurement Policies and Rules (“PPR”). The Projects will also be

implemented in accordance with EBRD's Performance Requirements under the 2019 EBRD Environmental and Social Policy, and the requirements of the respective Environmental and Social Action Plans ("ESAP") and Stakeholder Engagement Plan ("SEP") and should not violate the requirements of the national legislation of the Republic of Armenia.

3. SCOPE OF WORK

All experts, including an Environmental and Social Expert, will work closely with the PIS consultants and, as appropriate, SRC's relevant departments.

Job Description: Environmental and Social Expert

Location: Yerevan, Armenia

Employer: State Revenue Committee of Armenia (SRC)

Job Purpose:

The E&S Expert will report to the Project Manager and will be responsible for the implementation of the Environmental and Social Action Plan (ESAP) and more generally ensure the Project is implemented in line with the national law, international good practice and EBRD PRs, including the development of an appropriate Environmental and Social Management System (ESMS) and implementation of Stakeholder Engagement Plan (SEP).

Key Responsibilities:

1. Ensure any changes to the original Project scope, design or magnitude are reported to the Bank, assessed and relevant mitigation measures are identified and implemented.
2. Ensure that national EIA, commensurate to the risks and impacts of potential project, and inclusive of stakeholders comments, is completed, and relevant positive conclusion is obtained prior to commencement of construction.
3. Ensure the timely implementation of the ESAP. For that purpose, develop an ESAP implementation plan including a delivery plan for each action in the ESAP. These should include measurable delivery metrics / evidence, dates for completion and responsible people for implementation:
 - Where ESAP actions are complex, they should be broken down into smaller tasks, each with metrics and responsibilities as above.
 - If any ESAP actions are unclear, guidance should be sought from EBRD to clarify.
 - If any ESAP actions are considered to be unreasonable or unachievable given local conditions or project circumstances, guidance should be sought from EBRD and/or Consultant to clarify and resolve any issues. This process may be undertaken both before project commencement and as the works progress.
4. Organise regular meetings with the Bank's Environmental and Sustainability Department and PIS consultant to discuss the challenges faced by the Client on Projects and ESAP implementation, and solutions.
5. Ensure that all necessary E&S licenses and permits (including but may not be limited to environmental, health and safety, labour, land, and cultural heritage) required for carrying out the works are in place as needed by the Projects.
6. Ensure the implementation of the SEP.
7. Review of E&S issues at all stages of detailed design, tender process, and contract administration; ensure compliance with legislation and EBRD PRs; participate in the resolution processes as required by the Projects implementation.
8. Performance of regular site visits and regular project meetings during projects implementation. The site visits objectives are:

- To visit the site, Project activities (such as construction activities, worker accommodation, associated facilities, access roads, etc.) with an E&S angle, and share observations in real-time with the PIU E&S staff (to train them for future visits/inspections on their own).
 - To identify non-compliances with EBRD PRs and E&S issues in general and provide guidance on corrective actions.
 - To assess the progress of the ESAP implementation and provide clear guidance on how to close ESAP actions.
 - Identify any potential red-flag issues related to ESAP implementation before they arise and provide guidance on how to proactively address these issues.
 - To review the ESMS documentation prepared for the Project, in line with ESAP requirements.
9. Provision of support to the suppliers, contractors, and consultants with the implementation of the ESAP and SEP.
 10. Participation and confirming the compliance with EBRD PRs in the testing phase and commissioning of goods and works procured under the Project (if applicable).
 11. Be responsible for project E&S performance data collection, processing and submission of technical information required for reports or at the request of the Projects Financiers and other stakeholders.
 12. Provision of assistance in developing the project progress, E&S or other related reports, further, to be accepted by EBRD.

It is expected that the SRC will support the Experts in the above activities by facilitating the relevant contacts and the organisation of necessary discussions and meetings as well as ensuring coordination with other donors' activities to avoid overlap.

Qualifications:

5. General experience and qualifications:

- University degree or equivalent professional qualifications in relevant subjects.
- Proficiency in Armenian is preferable; very good knowledge of English is mandatory.
- High computer literacy.

6. Specific experience

- At least 5 years professional experience gained in the environmental, health and safety and social appraisal of projects, including ESIA, auditing, management systems and stakeholder engagement.
- Knowledge and expertise of technical environmental and/or social issues.
- Knowledge of main EU and international E&S (including health and safety) requirements, practices, and guidelines, as well as good international practice approaches to managing E&S risks (e.g., ISO 14001, ISO 45001, etc.).
- Practical experience in implementing IFI's environmental and social requirements and E&S action plans on infrastructure projects
- Knowledge of EBRD E&S Performance Requirements, preferably in the implementation phase.

4. IMPLEMENTATION ARRANGEMENTS AND DELIVERABLE

4.1 Assignment Duration and Implementation Arrangements

The assignment will be for a duration of 12 months, with possibility of one-year extension, subject to satisfactory performance.

The Assignment is expected to start in Q2 2025. The E&S Expert is expected to work on a **part-time basis** (up to 50% per month) and are expected to exclusively work on this Assignment.

The SRC, in agreement with EBRD, will have the right to ask for the contract to be terminated / replacement found for Experts due to non-performance.

Experts will be paid on a monthly basis in equal instalments throughout the year.

It is expected that the Experts will be provided with furnished, serviced and maintained office accommodation in Yerevan by the SRC and the SRC will bear all administrative costs with prior approval of such.

All documentation related to the works is and will remain the property of the SRC after completion of the assignment. The Experts shall not publish, use or dispose of this documentation without the written consent of the stakeholders.

4.2 Confidentiality

All information enclosed in these Terms of Reference as well as that associated with the Assignment – including the deliverables and all other documents produced by the Experts in the context of this Assignment shall remain confidential.

4.3 Donor Visibility

The EBRD might require adequate visibility for its contribution. The Experts shall collect evidence of donor's visibility on all produced reports for the Projects. The final report shall detail the ways in which the donor's visibility requirements were adhered to.

4.4 Deliverables and Milestones

The list of key deliverables will be developed by the Experts one month after the commencement of the Assignment as per the Scope of Work and will be delivered in close collaboration with the other consultants.

The timeline for the key milestones in this Assignment as set out in the scope of services will be agreed during the inception phase between all parties: Client, consultants, experts, and the EBRD; and set out in a detailed work plan with mutually agreed deliverables and timelines.

Section V. Contract Terms and Conditions

CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES (SMALL ASSIGNMENTS)

Edition 2022

Conditions of Contract

Consultancy Services (Small Assignments)

Preamble

This publication represents the Conditions of Contract for Consultancy Services for small assignments modelled upon the respective harmonised contract conditions developed by the Multilateral Development Banks.

CONTRACT FOR CONSULTING SERVICES

(SMALL ASSIGNMENTS)

This Contract (the "Contract") is entered into this *[insert the date]*, by and between *[insert the Client's name]* ("the Client") having its principal place of business at *[insert the Client's address]*, and *[insert the Consultant's name]* ("the Consultant") having its address at *[insert the Consultant's address]*.

Whereas, the Client wishes to have the Consultant performing the services hereinafter referred to, and

Whereas, the Consultant is willing to perform these services,

Now Therefore the Parties hereby agree as follows:

1. Services

The Consultant shall perform the services specified in Annex A, Requirements (Terms of Reference), which is made an integral part of this Contract ("the Services").

The Consultant shall provide the reports and other deliverables listed in Annex B, Consultant's Deliverables and Reporting Obligations, within the time periods stated therein.

2. Term

The Consultant shall perform the Services commencing *[insert the start date]* within the period of *[insert the number]* of days, or any other period as may be subsequently agreed by the parties in writing.

3. Payment

For the Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount of *[insert amount(s) in figures and words and name(s) of currency(ies)]*, *[insert "including" or "excluding"]* VAT. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

The payments made under the Contract shall be based on the rates, lump sums and reimbursable expenditures set forth in Annex C, Payment Schedule.

The lump sum amounts due to the Consultant for the Services shall be payable on successful completion of respective activities or delivering agreed results.

The amounts due for remuneration shall be determined on the basis of time actually spent by the Consultant in the performance of the Services.

The amounts due for reimbursable expenditures shall be calculated based on expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

Payments shall be made in *[specify the currency]* into the following bank account:

Payee's Account Name:

Payee's Account No. (IBAN):

Payee's Bank Name:

Payee's Bank Address:

SWIFT Code:

Correspondent bank details:

Correspondent Bank Name:

Address:

Account Name:

Account Number (IBAN):

SWIFT Code:

Payments shall be made not later than twenty eight (28) calendar days following submission of invoices with the supporting documents, confirming adequate provision of the Services, to the Coordinator designated in Clause 4.

Notwithstanding the above, the Bank will not make payments to a bank account in a jurisdiction which is deemed by the Financial Action Task Force, hereinafter referred to as the "FATF", to be on the list of non-cooperative countries or territories⁴ at the date of payment.

4. Contract Administration

The Client designates *[insert the name and the position]* as Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the reports and deliverables by the Client.

During the course of their work under this Contract, the Consultant may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable auditor to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

The Consultant shall permit the Bank or persons appointed by the Bank to inspect the site, as well as their assets, books, accounts, records, and other documents (on any media or in any format) relating to the procurement process, under which the application was submitted, or the Contract and to have such assets, books, accounts, records, and other documents audited by auditors appointed by the Bank, if required by the Bank.

The Consultant shall maintain all books, documents, records and other documents related to the Contract in accordance with the applicable laws, but in any case for at least six years from the date of substantial performance of the Contract.

5. Performance Standard

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

⁴ The FATF list of Non-Cooperative Countries or Territories (the list of High-Risk Jurisdictions subject to a Call for Action), can be found on the following web-page: <https://www.fatf-gafi.org/en/publications.html>

The Consultant shall:

- (a) to be in compliance with ILO conventions and protocols, including those in respect of forced labour, child labour, freedom of association, non-discrimination and equal opportunities; and
- (b) to permit the Bank and/or persons appointed by them, the right to inspect the aforementioned compliance.

6. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

All intellectual property rights, including any patents and their application, trademarks, trade secrets, registered designs and their application, copyrights, design rights, moral rights, process, formula, specifications, drawings, rights in computer software and databases, held electronically or otherwise created by the Consultant during the performance of the Services shall be vested with the Consultant. The Consultant may retain a copy of such documents and software, subject to the Client's prior written consent.

8. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants 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.

9. Insurance

The Consultant will be responsible for taking out appropriate insurance coverage in respect of the Contract.

10. Assignment

The Consultant shall not assign this Contract or subcontract any portion of it without the Client's prior written consent.

11. Prohibited Practices

The Consultant shall not, and shall not authorise or permit any of its, affiliates, agents, representatives, engage in prohibited practices, as defined in defined in the Enforcement Policy and Procedures (Rev. October 2017), with respect to the procurement, award, or execution of the Contract.

The Bank may declare the Contract to be ineligible for financing, and the Bank may take any of the enforcement actions and disclosure actions set out in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:

- (a) the Consultant has engaged in prohibited practices with respect to the procurement, award, or execution of the Contract; or
-

- (b) a third party finding, as defined in the Enforcement Policy and Procedures has sufficient relevance and seriousness for the Bank to warrant enforcement actions and disclosure actions against entities or individuals.

12. Agreements with Third Parties

Intentionally left blank.

13. Law Governing the Contract and Language

The Contract shall be governed by the laws of the Republic of Armenia.

The Contract has been executed in *[specify the language]*, which, unless otherwise agreed by the Parties in writing, shall be the binding language for all matters relating to the meaning or interpretation of this Contract.

14. Termination

The Contract may be terminated by either Party as per the below provisions:

14.1 Termination by the Client

The Client may terminate the Contract by giving a written notice of termination to the Consultant at least fourteen (14) days prior to termination in case of the occurrence of any of the events specified below:

- (a) if the Consultant is in material default of its obligations under the Contract and has not remedied the default within twenty eight (28) days following the receipt by the Consultant of the Client's notice specifying such default;
- (b) if the Consultant fails to comply with Clause 5;
- (c) if the Client determines, based on reasonable evidence, that the Consultant has failed to comply with Clause 11;
- (d) if the Consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any laws for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (e) if the Consultant fails to comply with any binding or final decision reached as a result of dispute resolution proceedings pursuant to Clause 15;
- (f) if as the result of force majeure, the Consultant is unable to perform the Services for a period of more than twenty eight (28) days; or
- (g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

14.2 Termination by the Consultant

The Consultant may terminate this Contract, by giving a written notice of termination to the Client at least fourteen (14) days prior to termination in case of the occurrence of any of the events specified below:

- (a) if the Client fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Clause 15 within twenty eight (28) days after receiving written notice from the Consultant that such payment is overdue;
 - (b) if as the result of force majeure, the Consultant is unable to perform the Services for a period of not less than twenty eight (28) days;
 - (c) if the Client fails to comply with any binding or final decision reached as a result of dispute resolution proceedings pursuant Clause 15; or
-

- (d) if the Client is in material default of its obligations under the Contract and has not remedied the default within twenty eight (28) days following the receipt by the Client of the Consultant's notice specifying such default.

15. Dispute Resolution

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws governing the Contract.

In Witness whereof the Parties hereto have caused this Contract to be executed the day and year first before written in accordance with their respective laws.

Signed by: _____	Signed by: _____
<i>[Name and title of Signatory]</i>	<i>[Name and title of Signatory]</i>
for and on behalf of the Client	for and on behalf the Consultant
Date: _____	Date: _____

Enclosure:

- **Annex A**, Requirements (Terms of Reference)
 - **Annex B**, Consultant's Deliverables and Reporting Obligations
 - **Annex C**, Payment Schedule
-