Invitation to Tender

For the provision of Fit-out Works for the Resident Offices in

New Cairo

of the

European Bank for Reconstruction and Development

Bank Reference PUR1301/13
CONTENTS

Conditions

1. Introduction
2. Contract terms
3. Confidentiality
4. EBRD Logo Protection
5. Purpose of this Invitation to Tender
6. Definitions
7. The Role of the Bank Representative (where applicable)
8. Services to be Provided
9. Minimum Requirements
10. Site Visit and Examination of Documents
11. Doubts and Obscurities
12. Documents Supplied to Tenderers
13. Tender Process Schedule
14. Enquiries from Tenderers
15. Submission of Tenders
16. Non-Complying Tenders
17. Evaluation
18. Enquiries into Tenderers
19. Completeness of Tender Documentation
20. Confidentiality and Intellectual Property
21. Right to Negotiate
22. Limitations, Waivers and Discretion
23. Agreement with Winning Tenderer
24. General
25. Notices

Annexes

Annex A  - Draft Agreement
Annex B  - Form of Tender
  1. Information Submitted to the Tenderers
  2. Tender Documents to be Submitted by the Tenderer
Annex C  - Design Brief
Annex D  - Concept Layout
Annex E  - Bill of Quantities (main breakdown of works)
CONDITIONS

1. Introduction

The European Bank for Reconstruction and Development (the "Bank") is an international financial institution. The Bank was established by treaty in 1990, with its headquarters in London, to foster the transition towards open market oriented economies and to promote private and entrepreneurial initiatives in Central and Eastern Europe, the Baltic States and the Commonwealth of Independent States that are committed to and applying the principles of multiparty democracy, pluralism and market economics.

The Bank has 65 members (63 countries, the European Community and the European Investment Bank). Further information about the Bank's roles and activities can be found on the Bank's website: www.ebrd.com.

2. Purpose of this Invitation to Tender

The purpose of this Invitation to Tender (ITT) is to evaluate the prospective supplier's suitability to provide an end-to-end solution for the fit-out requirements of the EBRD Resident Offices in Egypt.

3. Establishment of the Bank

The constitutive treaty, the Agreement Establishing the European Bank for Reconstruction and Development (which can be downloaded from our website at www.ebrd.com) and the bilateral agreements concluded between the Bank and its Members grant a number of privileges, immunities and exemptions to the Bank in order to enable it to fulfil its functions, including, inter alia, immunity from jurisdiction. These privileges and immunities are implemented into English law by the European Bank for Reconstruction and Development (Immunities and Privileges) Order 1991.

The terms and conditions of the contracts entered into by the Bank will have to respect these privileges and immunities. The Bank will provide its standard terms and conditions to the selected suppliers as part of the Invitation to Tender document (Annex A - Draft Agreement).

4. Confidentiality

The information provided in this ITT, its schedules and annexes and the subsequent document(s) are provided to the supplier by the Bank as confidential information and is to be treated as such. This also applies to all communications (whether written or oral) between the Bank and the recipients of this ITT. Information received from the Bank may not be divulged to a third party without the prior express written consent of the Bank.
5. **EBRD Logo Protection**

Please be advised that the EBRD logo is a registered service mark and as such should not be reproduced without the express written permission of the Bank. Furthermore, without the prior written consent of the Bank, the recipients of the ITT cannot use the Bank's name in any public announcements, promotional, marketing or sales materials.

6. **Definitions**

**In these Conditions of tender:**

(a) **Agreement** means the draft agreement set out in Annex A;
(b) **Bank** means EBRD
(c) **Closing Date** means the time and date set out in item 13 of these Conditions;
(d) **Conditions** means these conditions of tender set out in this Tender Document;
(e) **Form of Tender** means the format in which Tenderers are to provide their Tender, set out in Annex B;
(f) **Notice to Tenderers** means any notice provided by the Bank to Tenderers in accordance with item 25.1 below;
(g) **Person** means a natural person, or a corporation, partnership, joint venture, incorporated association, government, local government authority or agency;
(h) **Bank Representative** means the Bank’s representatives *(if applicable)*;
(i) **Resident Office(s)** means the property or properties in relation to which the Services are to be provided;
(j) **Schedule** means a schedule, appendix, attachment or annexure to the Agreement and may include, without limitation, specifications and other requirements;
(k) **Services** means those services and other requirements set out in the Annexes;
(l) **Supplier** means a successful Tenderer that enters into a binding agreement with the Bank in the form as set out in Annex A;
(m) **Tender** means a submission by a Tenderer to the Bank in the form set out at in Annex B - Form of Tender and otherwise in accordance with these Tender Documents;
(n) **Tender Documents** means this Invitation to Tender, Annex A - Agreement and Annex B - Form of Tender;
(o) **Tenderer** means a person who submits a Tender.

Where words are capitalised and not set out in the item list above, they shall have the same definition as applies in the Agreement.
7. The Role of the Bank Representative (where applicable)

7.1 The Bank may instruct a Bank representative (as its agent) to identify a suitably qualified person to provide various high quality Services at a price and on terms and conditions acceptable to the Bank. Accordingly, the Bank representative is acting on behalf of the Bank when calling for interested parties to submit a Tender to perform such Services.

7.2 The successful Tenderer or Tenderers will become the Supplier(s) and will enter into the Agreement with the Bank to provide the Services with respect to the Resident Office(s).

7.3 The Bank representative is acting in its capacity as agent for the Bank at all times and incurs no liability and accepts no obligations in its own capacity.

8. Services to be Provided

8.1 The Services that are required are set out in the Schedules to the Agreement (Annex A – Draft Agreement) and in Annex C – Design Brief.

8.2 The requested service is the fit-out of the following EBRD offices;

<table>
<thead>
<tr>
<th>Egypt</th>
</tr>
</thead>
<tbody>
<tr>
<td>EGID Building, Block 72,</td>
</tr>
<tr>
<td>72 off 90 Axis El Tagmoaa El Khames,</td>
</tr>
<tr>
<td>New Cairo, Egypt</td>
</tr>
</tbody>
</table>

The fit-out includes the architectural, mechanical, electrical design and all other design related services as requested and which will be necessary as part of the Agreement between the Bank and the Tenderer.

9. Minimum Requirements

The Tenderer must submit a Tender in accordance with the Tender Documents, including without limitation, the following requirements:

9.1 The Tender must be for the Services described.

9.2 The Tenderer must not alter or add to the Tender Documents except as required by these Conditions.

9.3 The Tenderer must complete and include all documents as required in Annex B - Form of Tender.

9.4 Failure to complete and include such documents may render the Tender non-complying.
9.5 The Tenderer must allow for the requirements contained in all Notices to Tenderers issued by the Bank or its agent in the Tender.

9.6 The Annex B - Form of Tender must be signed by a person or persons having full authority to commit the Tenderer and to enter into the proposed Agreement on its behalf.

9.7 The Tenderer must include an address, (not being a post office box), and facsimile number (including the international dial code) for service of notices for the purpose of this Tender and any subsequent Agreement arising.

9.8 The Tender must be submitted in the English language.

9.9 Where any applicable law or legislation requires that a Tenderer is to be registered or licensed to carry out the Services described in the Tender, the Tenderer must state its registration or licence number in Annex B - Form of Tender.

9.10 Tenderers and their officers, employees, subcontractors, agents and advisers must comply with general Trade Practices and not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or lodgement of their Tender.

9.11 All Tenders shall remain valid for a minimum period of 90 (ninety) days from the Closing Date. The Bank may request an extension to this period.

9.12 Tenderers must submit up to date certificates showing details of their insurance coverage in local currency.

10. Site Visit and Examination of Documents

10.1 The Tenderer shall visit the site, on agreement with the Bank or an appointed representative of the landlord and shall be responsible for obtaining all information which may be necessary for the purpose of making a bid and entering into a contract. He shall thoroughly examine the tender documents and satisfy himself as to risks, obligations and responsibilities to be undertaken by the Contract. The appointment for the site visit will be scheduled by the Bank on request at a suitable time for all parties.

10.2 Any data if provided is given without any guarantee that the conditions as shown are truly representative of the entire site.

10.3 At the time of bid submission all Tenderers are deemed to have investigated and are aware of the conditions and capabilities for logistics, procurement, manpower resources, equipment supply and/or hire/lease, the environmental, weather and working conditions, Labour
Law of the country and any requirements of any local authorities or any third parties concerning the work in and around the project area. Failure by Tenderer to familiarise itself with the local conditions or any other aspect of the Tender Documents shall not constitute a basis for price increase or time extension claims.

11. Doubts and Obscurities

11.1 Should there be any obscurity or ambiguity in the meaning of any part of the Tender Documents, or should the Tenderer have any doubt as to the meaning of any part of the Tender Documents or as to anything to be done or not to be done in connection with the Contract or as to any other matter or thing in connection with the Tender Documents or the Contract, the Tenderer must set forth such obscurity, ambiguity or doubt in writing and submit to the Bank’s project manager or representative immediately. The replies to written queries, the explanations and clarifications given and copies of documents or drawings shown at meetings will be distributed to all Tenderers as Notices to Tenderers not later than 3 (three) days before the date stipulated as Bid Closure Date.

11.2 No instruction, clarification or other information given verbally by the Bank’s project manager or representative at any meeting or discussion held in the course of this tender exercise shall be binding or taken into account in preparing and evaluating Tenders unless and until such instruction, clarification or information is confirmed in writing by the Bank project manager or representative to all Tenderers. In no case will any procedure in connection with clarification and interpretation of Tender Documents give the right to Tenderers to claim an extension of the time set for submitting Tenders.

12. Documents Supplied to Tenderers

12.1 All documents, specifications, plans, drawings and attachments of this Bid Package are the property of the Bank. Tenderers are not allowed to pass/transmit/distribute/copy these to any third parties or use these for any purpose except for preparation of this bid and subject to such third party being bound by the same level of confidentiality as the Tenderer.

12.2 All documents issued and information given to the Tenderer shall be treated as confidential and both the Bank and the Tenderers are responsible for this confidentiality.

13. Tender Process Schedule

13.1 The Tenderer should note that the envisaged schedule shall be as follows and the Bank reserves the right to change the dates if necessary:

| Launch Date of Tender: | 16 January 2013 |
Submission of Questions from Tenderers: 22 January 2013
EBRD Providing Answers to Tenderers: 25 January 2013
Bid Closure Date and Time: 06 February 2013 17:00 GMT

All dates are subject to variation by the Bank at its sole option, Tenderers will be advised of any change in the timetable.

14. Enquiries from Tenderers

14.1 If Tenderers have any questions or wish to make any enquiry concerning the Tender Documents or process, they must contact the Bank by e-mail only to:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Graeme Card</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-mail address:</td>
<td><a href="mailto:cardg@ebrd.com">cardg@ebrd.com</a></td>
</tr>
</tbody>
</table>

14.2 All Tenderers agree that any question or enquiry they submit may be circulated along with the Bank’s answers to all other Tenderers without disclosing the source of the questions. However, the Bank cannot guarantee that any question or enquiry received later than 3 days before the Closing Date will be answered before the Closing Date.

15. Submission of Tenders

15.1 Tenders are to be submitted in two parts;

a) A Technical proposal
b) A Financial proposal

Tenders must be enclosed in sealed envelopes properly marked as being a Technical or Financial Tender response and display the name of Tenderer and Tender number as detailed on the front cover page of the Tender Documents.

15.2 Sub-contractors;

Where a Tenderer uses a sub-contractor, they are to clearly state “to be supplied by Sub-contractor” and provide the name and details of the Sub-contractor. All technical responses are to be clearly marked with the respondent they refer to (i.e. “Main contractor” or “Sub-contractor”), for Cairo Resident Office.

**Sub-contractors – MAY NOT submit responses directly, any response will be rejected**

15.3 Tenderer shall represent and warrant in its response that neither its affiliates, nor any officer, director, commissioner, shareholder, representative, employee, or agent thereof, will make or cause to be made any payment, loan or gift of money or anything of value, directly
or indirectly where such payment, loan or gift of money or anything of value:

- would constitute a bribe or a facilitation payment under the EBRD Policy prohibiting the giving of bribes or facilitation payments; or

- is intended to influence a decision in favour of EBRD in a manner that is inconsistent with the EBRD’s policy of conducting business fairly and ethically;

The Tender must be lodged with the Bank at the address provided and by the Closing Date provided. One original hard copy of all documentation must be delivered with soft files (*please ensure you separate Financial and Technical proposals in soft copy*) to e-mail: cardg@ebrd.com

15.4 Please note, for the closure date in section 13.1 above tenders submitted by electronic mail have priority.

15.5 If there is any discrepancy between soft and hard copy, the soft copy shall take precedence.

15.6 A Tenderer may amend a Tender after it has been submitted to the Bank by submitting a new Tender in accordance with Annex B – Form of Tender together with a written request to cancel the first Tender provided the new Tender response is delivered before the Closing Date. The same rules regarding soft and hard copy shall apply.

15.7 Tenders must contain sufficient information and supporting evidence for EBRD to fully evaluate the Tenderer’s Technical Response, including responses to the requirements listed in Section 17.3 below.

### 16. Non-Complying Tenders

16.1 Any Tenders failing to comply with the Closing Date will be deemed to be late and may be excluded from consideration unless the date of dispatch can be proved to have been on or before the Closing Date.

16.2 Any Tenders incorrectly submitted (e.g. Financial and Technical proposals submitted together) will be rejected.

16.3 The Bank will decide in its absolute sole discretion whether or not to accept a late Tender. Late Tenders may be rejected unless the Bank considers that there were exceptional circumstances beyond the control of the Tenderer. The Tenderer may be required to present evidence in support of any claim that failure to meet the Closing Date was for reasons beyond the reasonable control of the Tenderers. The Bank’s decision will be final. No correspondence will be entered into in relation to the decision other than to inform the Tenderer of the decision.
17. Evaluation

17.1 The Bank is seeking to attain "value for money" outcomes from this tender process. In determining value for money, the Bank will have regard for both the quality of Services offered as well as price. Accordingly, the lowest price Tender may not necessarily be selected.

17.2 The Bank reserves the right to appoint one or more providers to perform the requirements of this ITT.

17.3 In assessing the Tenders, the Bank’s project manager or representative will have regard to, but are not necessarily limited to the following criteria:

(a) Mandatory (Inability to satisfy mandatory criteria will result in no further consideration being given to a Tender.)

   (i) Service delivery capability;
   (ii) Previous experience and referrals;

(b) Key Criteria (Failure to achieve a satisfactory assessment of all key criteria, these may be weighted, will result in the company being removed from the tender.)

   (i) Ability to complete fit outs in more than one location AND demonstrate this through existing or recently completed projects;
   (ii) Time/resource allocation;
   (iii) Financial standing of the Tenderer;
   (iv) Insurance, risk transferral and indemnities;
   (v) Occupational health and safety policies.

(c) Only Tenderers meeting all Mandatory criteria AND meeting most Key Criteria will have their financial proposals considered. Technical responses will be scored and any respondees who cannot meet 80% of the total marks available will not have their financial proposals considered.

(d) Financial proposals for all qualifying Tenderers will be evaluated.

(e) The Bank reserves the right at its sole discretion to reject any and all Tenders at any time.

(f) Whilst it is not a mandatory requirement of these Conditions, the Tenderer should be aware that a willingness to undertake other minor, additional duties will be considered favourably in the Tender evaluation process.
(h) Tenderers should also note that the scope of this Tender includes any follow on works for the Cairo Resident Office which may be required within 18 months of the Tender.

(i) The Bank reserves the right to delay or terminate the Tender process at any time, any timings provided are for guidance only and the Bank will not be held liable for any cost incurred by bidders howsoever incurred due to any delays or cancellations.

18. Enquiries into Tenderers

18.1 Notwithstanding any other requirements of the Tender Documents, the Bank’s project manager or representative may require the Tenderer to submit additional information to allow further consideration of the Tender.

18.2 The Tenderer must submit such information to the Bank’s project manager or representative within the time specified by the Bank representative and if it fails to do so, the Tender may be rejected.

18.3 Tenderers should note that the Bank’s project manager or representative reserves the right to make enquiries of any person or organisation in connection with these Tender Documents and take into account any information provided through those enquiries in its evaluation. Those enquiries include but are not necessarily limited to:

   (a) Tenderer's financial statements;
   (b) Agreement for the provision of the Services; and
   (c) Tenderer's ability to implement the Services.

19. Completeness of Tender Documentation

19.1 Whilst every effort has been made to provide Tenderers with accurate information, the Bank does not warrant the accuracy or completeness of this information and Tenderers must rely on their own enquiries in preparing and submitting their Tender.

19.2 In submitting its Tender, the Tenderer is deemed to have:

   (a) obtained and examined all information relevant to the risks, contingencies and other circumstances having effect on its Tender;
   (b) obtained and examined the Tender Documents and any other information made available, inspected the Resident Office(s) and to be fully aware of all the facts and issues relating to the Tender;
   (c) has satisfied itself as to the correctness and sufficiency of its Tender and that its Tender covers the cost of complying with all
of the Tenderer's obligations which will arise if the Tender is accepted; and

(d) submitted its Tender in reliance solely upon its own examination, inspection, enquiries, opinions and advice received and not upon any statement, warranty or representation whatsoever made by or on behalf of the Bank and notwithstanding the contents of any Tender Document brochure, document, letter or publication made, prepared or published by or on behalf of the Bank.

20. Confidentiality and Intellectual Property Related to the Tender

20.1 No person receiving these Tender Documents or any other related document shall disclose any such document or their content or other information to any other person (except to employees on a strictly need to know basis) in whole or in part, or copy its content in whole or in part, or allow it to be otherwise disclosed, copied or otherwise published.

20.2 The Tender Documents and any Tender submitted will be the property of the Bank. The Tender Documents may only be used by the Tenderer for the purposes of preparing and submitting a Tender.

21. Right to Negotiate

21.1 The Bank reserves the right to negotiate with any number of Tenderers after the Closing Date.

21.2 During the evaluation period, the Bank may negotiate with a Tenderer to change the Tenderer's Tender either on the grounds of technical capability, its cost and effectiveness, or other matters.

21.3 The Bank reserves the right to accept a portion or the whole of any Tender and specifically, although a Tenderer may submit a bid for all Resident Offices, the Bank may select one, all or none of the offers.

22. Limitations, Waivers and Discretions

22.1 The Bank does not bind itself to accept any Tender or to include any Tenderer in any subsequent negotiations.

22.2 Acceptance of any Tender, including, without limitation, a non-complying Tender, will be at the absolute discretion of the Bank.

22.3 No representation is made in the Tender Documents or in any future documentation that any work will be offered at all or on any basis to any Tenderer and all Tenders are subject to written agreement (see further item 23 below).
22.4 In any event, the Bank shall not be held liable for any claim, loss, expense, cost, liability, damage or other amount incurred or suffered by any Tenderer or other participant or third party arising out of or connected in any way with the Tender Documents, any Tender, including without limitation:

(a) where a Tenderer fails to be selected to negotiate;
(b) where a Tenderer fails to be invited to enter into a written agreement for the provision of Services;
(c) the Bank changes or terminates this invitation to tender process;
(d) the Bank decides not to contract for all or any of the Services; or
(e) the Bank exercises or fails to exercise any of its other rights under or in relation to these Tender Documents.

23. Agreement(s) with Winning Tenderer(s)

23.1 The Bank will not be obliged in any manner whatsoever to enter into a legal relationship of any kind with any Tenderer unless and until a binding written agreement has been duly executed by the relevant parties.

23.2 The Agreement that the Bank in its own name, wishes to agree with the successful Tenderer or Tenderers is set out in Annex A.

24. General

24.1 Any effort by a Tenderer to influence EBRD in the process of examination, evaluation and comparison of the ITT, or in decisions regarding the award of a contract, shall result in the rejection of the Tenderer’s offer.

24.2 Ownership of documentation or other information submitted in the ITT will become the property of EBRD unless otherwise requested at the time of submission. Any materials submitted in response to the ITT, which are considered to be confidential, should be clearly marked as such by the Tenderer.

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

25. Notices

25.1 Any notices which need to be made under these Tender Documents are to be in writing and may be served personally or sent by postage prepaid, certified or security mail, to the Tenderer’s addresses, or sent by facsimile to specified numbers.
Annex A - Draft Agreement

*The following terms are submitted for reference.*

-European Bank for Reconstruction and Development-

**CONTRACT NO. PUR/[Reference]**

**BETWEEN THE**

------------------------------------------------------------------------------------------------------------------

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

[   ]

------------------------------------------------------------------------------------------------------------------

**FOR THE PROVISION OF**

OFFICE FIT OUT WORKS for [   ] RESIDENT OFFICE
CONTRACT NO. PUR/[Reference]  
FOR THE PROVISION OFFICE FIT OUT WORKS for [ ] RESIDENT OFFICE

THIS CONTRACT is dated [ ] and concluded between the:

(1) European Bank for Reconstruction and Development, an international organisation established pursuant to the Agreement Establishing the European Bank for Reconstruction and Development, signed in Paris on 29th May 1990, a multilateral treaty, having its headquarters at One Exchange Square, London, EC2A 2JN, the United Kingdom (the “Bank” or the “EBRD”);

AND

(2) [ ], a company organised and existing under the laws of [ ] with its registered office located at [ ] (the “Contractor”).

WHEREAS:

(A) The Bank wishes to acquire certain Services (as defined below) in respect of office fit out services

(B) The Contractor is engaged in the business of office fit outs. The Bank wishes to appoint the Contractor, on a non-exclusive basis to provide the Services described in and upon the terms and conditions of this Contract.

(C) The Contractor has agreed to provide the Services to the Bank, upon the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

1.1 Wherever used in this Contract, unless the context otherwise requires, the following terms have the following meanings:-

“Acceptance” means the process described in Schedule 2
“Audits” means the audits and reviews carried out by the Bank or the Bank’s auditors, experts and insurers, as the case may be in accordance with the terms and conditions set out in Section 9.
“Bank’s Representative” shall mean [Luis Ferreira] or his nominated deputy
“Change Order Request” has the meaning ascribed thereto in Section 13 and attached hereto as Schedule 3
“Commencement Date” means [DATE]
"Confidential Information" means any non-public, proprietary information concerning the Bank contained in: (i) written documents delivered or made available to the Contractor marked confidential or similar confidentiality wording on the cover; or (ii) electronic data delivered or made available to the Contractor which indicate that the data are confidential; or (iii) written documents or electronic data delivered or made available to the Contractor where the Bank advised the Contractor that their content is confidential.

"Contract" means this contract for the provision of the Services to the Bank, together with all Schedules attached hereto.

"Contract Price" means the total fees and other compensation (exclusive of any applicable VAT) payable to the Contractor under the Contract by the Bank, as set out in Schedule 2 for the full and proper performance of the obligations of the Contractor under the Contract.

"Contractor's Personnel" or "Personnel" means any person(s) whose services are to be provided by the Contractor in order to discharge its obligations under this Contract and, where the context permits, shall include persons provided by or through the Contractor's permitted subcontractor(s).

"Event of Force Majeure" means in relation to either Party any event or circumstances beyond the reasonable control of that Party and which results in, or causes the failure of, that Party to perform any or all of its obligations under this Contract including, but not limited to, a natural catastrophe, fire, explosion, epidemic, war and terrorism.

"Good Industry Practice" means in relation to any undertaking and any circumstances, the exercise of all due skill, care, prudence and foresight which would be expected in those circumstances from a person reasonably and suitably skilled, trained and experienced in that undertaking.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, rights to goodwill, rights in designs, computer software, database rights, know-how, trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights.

"Materials" means reports, memoranda, documentation and other printed materials, data, accounts, graphics, works of art, guidance, drawings, models, designs, advertisements, information prepared by the Contractor in connection with this Contract.

"Party" means each of the Contractor or the Bank and "Parties" means both.

"Premises" means the EBRD resident offices located at [ ].

"Prohibited Practices" means coercive practices, collusive practices, corrupt practices and fraudulent practices defined in the Bank's Enforcement Policy and Procedures. These are currently published by the Bank at the following website: http://www.ebrd.com/downloads/integrity/epp.pdf.

"Project Timetable" means the timetable and plan for the performance of the Services under the terms of this Contract, which is attached hereto as Schedule 2.

"Services" means the scope of works to be provided by the Contractor during the Term to the Bank as specified in Schedule 1 at the Premises.

"Specification" means the description and specification of the Services to be provided by the Contractor to the Bank pursuant to this Contract as specified in Schedule 1.

"Term" means the period between the Commencement Date and Termination Date.
"Termination Date" means the date on which:- (i) this Contract expires as set out in Section 3.2; or (ii) the date of termination or partial termination of the Contract in accordance with the applicable law or Section 16 of the Contract.

1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and references to any gender shall include all other genders. References to any person shall include the person's successors and assigns in accordance with this Contract. The words "other", "include" and "including" do not connote limitation in any way.

1.3 The Schedules attached to this Contract form part of this Contract and, subject to the terms set out in Section 1.4 below, they shall have the same force and effect as if set out in the main body of this Contract.

1.4 In the event of any conflict or inconsistency between the terms and conditions of the main body of the Contract and any schedules, the provisions of those documents shall, only to the extent of any such conflict or inconsistency, take precedence in the following order:-

(i) any amendment(s) to the Contract by Change Order Requests
(ii) the schedules attached to the Contract; and
(iii) the main body of the Contract.

2. Appointment of the Contractor

2.1 The Contractor shall:- (i) perform all of the Services during the Term; (ii) deliver the Services in accordance with the Project Timetable and the Specifications; and (iii) the Contractor shall be responsible for the delivery and acceptance process set out herein. The inspections, acceptance tests and the process of accepting the performance of the Contractor in connection with the Services provided by the Contractor under this Contract shall be described in Schedule 2 attached hereto.

2.2 In providing the Services hereunder, the Contractor shall at all times ensure the diligent, due and proper execution of the Services by its Personnel. The Contractor shall use up-to-date, relevant professional techniques and standards in order to carry out the Services with the care, skill and diligence required in accordance with the Good Industry Practice, all applicable laws, enactment's, orders, regulations, standards and other statutory instruments and all applicable terms and conditions of this Contract.

2.3 The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Bank by the Contractor in connection with the supply of the Services.

2.4 Any date, deadline, or period mentioned in this Contract may be extended by the Bank but otherwise time shall be of the essence for any obligation of the Contractor set out in this Contract.

3. Term

3.1 This Contract concluded hereunder by the Parties shall enter into force upon the Commencement Date.
3.2 This Contract is concluded for a period of [six (6)] months from the Commencement Date.

4. The Contractor’s Personnel

4.1 The Contractor shall:- (i) provide experienced and high quality individuals for the provision of the Services; (ii) ensure that all Personnel providing the Services to the Bank shall be adequately skilled, qualified and trained for the tasks they are to perform.

4.2 The Contractor’s Personnel shall not be members of the Bank’s staff and they cannot claim to have the status of a member of staff or an official of the Bank nor the benefits, privileges and immunities attached to the status of being a staff member or official of the Bank.

5. Subcontractors

The Contractor shall notify the Bank in writing of all sub-contracts awarded under the Contract. The use of subcontractors shall not relieve the Contractor from any of its liabilities or obligations under the Contract and the Contractor shall ensure that its subcontractors comply with all applicable provisions of the Contract. The Contractor shall fully responsible for its subcontractors involved in the completion of the present Contract.

6. Intellectual Property Rights

6.1 All intellectual property rights in all reports, documentation and materials prepared by or on behalf of the Contractor whilst performing the Services under this Contract shall be the exclusive intellectual property of the Bank and the Contractor shall ensure that any and all such intellectual property will vest or will be caused to vest in the Bank to the extent permitted by the applicable law. The Contractor will have no title, right or interest, whether legal or beneficial in any such intellectual property rights.

6.2 In case the applicable law does not permit the transfer of ownership of the intellectual property rights referred to in Clause 6.1, the Bank shall have a perpetual, transferable and exclusive license to use reports, documentation and materials prepared by or on behalf of the Contractor whilst Contractor is performing the Services under this Contract and for a period of 6 (six) months thereafter.

6.3 For the purposes of this Contract, the term intellectual property rights shall mean means patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, rights to goodwill, rights in designs, copyright or other proprietary rights, database rights, know-how, trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights.

7. Announcements and EBRD Logo

The Bank's logo is a registered service mark and as such may not be reproduced without the express written permission of the Bank. The Contractor undertake that it shall not use the Bank's name in any public announcements, promotional, marketing or sales materials without the prior written consent of the Bank.
8. Prohibited Practices

The Contractor warrants that it has not engaged in Prohibited Practices. The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Prohibited Practices by its Personnel. The Bank, without prejudice to any other remedy for breach of contract may, by written notice, terminate this Contract if in its judgment, the Contractor has engaged in Prohibited Practices in accordance with Section 16.1 (ii) of this Contract.

9. Audit Rights

9.1 The Bank shall have the right to perform Audits in connection with this Contract. The Contractor shall, without charge to the Bank, provide reasonable access to the Bank and/or its auditors, experts and insurers to records related to the provision of the Services; to enable the Bank and/or its auditors, experts and insurers, to conduct appropriate audits and examinations of the operations of the Contractor in relation to the performance of the Services.

9.2 The Audits will be for the purpose of verifying:-(i) the accuracy of the Contractor's invoices to the Bank in respect of the Services rendered to the Bank; (ii) that the Contractor is complying with its obligations under the Contract; (iii) any matter relevant to the provision of the Services by the Contractor which the Bank's insurers may require for the purposes of the Bank maintaining or obtaining insurance cover.

9.3 The Bank shall provide reasonable written notice to the Contractor prior of exercising its right to Audit. Audits shall be carried out during the Contractor's normal working hours. During the conduct of any Audit, the Contractor shall permit access to all records and information relating to the Services and their provision, except that the Contractor may refuse to provide access to any information proprietary or relating to the Contractor's other customers or its third party licensors.

10. Confidential Information

10.1 The Contractor will keep the Confidential Information confidential and will not disclose that Confidential Information to any third party or make any use of the Confidential Information for any purpose other than fulfilling its obligations under this Contract. The Contractor will, on request from the Bank, promptly return or destroy any Confidential Information belonging to the Bank.

10.2 Notwithstanding the foregoing, the Contractor may disclose Confidential Information to its Personnel or a permitted subcontractor involved in providing or supervising the performance of the obligations of the Contractor under this Contract on a need-to-know basis, provided that the Contractor undertakes to ensure that such Personnel or subcontractors are bound by an obligation of confidentiality on terms materially similar to this Section 10.

10.3 Confidential Information shall not include information which:- (i) in the public domain otherwise than as a result of breach by the Contractor of its obligations under this Contract; (ii) is already in the possession of the Contractor at the time of disclosure to it and which was not provided by the Bank or by a third party in breach of a confidentiality undertaking; (iii) is received after disclosure to the Contractor from a third party without an accompanying obligation of confidentiality; (iv) is independently developed by the Contractor without reference to Confidential Information of the Bank; (v) subject to the Bank's privileges and immunities, is required to be disclosed by law or order of a court or a governmental agency, provided that the Contractor
shall forthwith provide the Bank with notice of the disclosure requirement prior to making any such disclosure.

11. **Force Majeure**

Neither Party shall be liable for any delay in performance or breach of its obligations hereunder resulting from an Event of Force Majeure, provided that such Party:- (i) has taken all reasonable steps to prevent and avoid the Event of Force Majeure; (ii) takes all reasonable steps to overcome and mitigate the effects of the Event of Force Majeure as soon as reasonably practicable; and (iii) on becoming aware of the Event of Force Majeure, promptly informs the other Party and confirms in writing the Event Force Majeure.

12. **Payment terms**

12.1 The Parties agree that in consideration of the Services, the Bank will pay the Contract Price as provided in Schedule 2. Payment by the Bank of invoices concerning the Services shall be subject to satisfactory delivery of the Services in accordance with the Specifications. All prices shall remain fixed firm for twelve (12) months from Commencement Date.

12.2 The Bank shall pay the invoice amount to the Contractor in [CURRENCY], within thirty (30) days of receipt of a valid invoice, providing there is no dispute as to the amount payable. In the event of a dispute of the amount payable, the Bank will only pay the undisputed proportion of the invoice, and the outstanding sum shall be paid once the dispute has been resolved. Failure to adhere to the invoicing requirements set out in Schedule 2 may delay payment by the Bank.

12.3 Value added tax, if applicable, shall be shown separately on all invoices as a strictly net extra charge and shall, subject to the Bank's privileges and immunities, be borne by the Bank. The Contractor shall be responsible for all other taxes, charges, and levies relating to this Contract.

12.4 Unless expressly stated otherwise in this Contract, all costs and expenses arising in relation to or incurred in providing the Services will be borne by the Contractor, including travel, accommodation and other expenses.

13. **Change Order Requests**

13.1 If the Bank:- (i) requires any services which are not specified in as part of the Services but which are related to or supplement the Services; or (ii) proposes any change to the scope of the Services, these changes will be treated as additional Services ("Additional Services"). The provision of Additional Services (and the charges for these) must be agreed in accordance with the procedure set out in this Section 13 in writing by the Parties (the "Change Order Request"). Once the Additional Services have been agreed, they shall be treated as part of the Services and will be provided by the Contractor accordingly. Additional Services shall be paid for in accordance with the terms of the relevant Change Order Request completed using the template in Schedule 3.

13.2 The Bank or the Contractor may, during the Term, propose to the other Party that Additional Services are to be provided. If the Contractor proposes to implement Additional Services or if such a proposal has been made by the Bank, the Contractor shall, subject to the terms of Section 13.4, serve on the Bank a notice specifying:- (i)
how the Additional Services will be provided; (ii) the timetable for providing the Additional Services, including the number of days of work, the Additional Fees and which of the Contractor's Personnel will carry out the work (in case of new services) or the change of the Contract Price charged under this Contract (in case a change of the scope of the Services); (iii) and terms of payment in respect of the Additional Fees or the change of the terms of payment in respect of the revised Contract Price (in case a change of the scope of the Services).

13.3 Within ten (10) days of receipt of the notice described in Section 13.2 above, the Bank shall advise whether or not it wishes to receive the Additional Services on the terms set out in the aforementioned notice. In this case, the Bank shall issue a Change Order Request and forward it to the Contractor for acceptance.

13.4 The Bank will not be responsible for payment and will not be charged for the investigations by the Contractor or implementation of any Additional Services that have not been expressly agreed to in writing by the Bank.

14. The Contractor's Representations and Warranties

14.1 The Contractor hereby represents and warrants to the Bank that:- (i) it is duly incorporated under the laws of [               ] (ii) there are no insolvency proceedings against it of any kind; (iii) it has all licenses and permits and fulfils all legal and administrative requirements that are necessary for the performance of this Contract; (iv) entry into and performance of this Contract shall not result in the breach of the relevant laws and its other agreements made with third persons; and (v) upon the entry into the Contract it is not aware of any infringement of any rights of third parties caused by entering into this Contract.

14.2 The Contractor hereby represents and warrants to the Bank that the Services:- (i) conform in all respects to the description, design, requirements or standards contained/or referred to in the Contract and in particular with the Specifications; (ii) conform to Good Industry Practice.

14.3 The Contractor hereby represents and warrants to the Bank concerning the Materials that the rights granted or purported to be granted to the Bank by the Contractor pursuant to and in the terms of Section 6 do not infringe or violate any Intellectual Property Right of any third party.

15. Non-Conforming Services, defects and Acceptance

15.1 If the Bank has a complaint about the Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Contractor's obligations under the Contract, it shall notify the Contractor, and where considered appropriate by the Bank, investigate the complaint.

15.2 In the event that the Bank is of the reasonable opinion that the Contractor failed to perform the Services in accordance with the terms and conditions of this Contract then the Bank may elect, in addition to any other remedies that may be available to it either under the Contract or under the applicable law, one or more of the following remedies:- (i) without terminating the Contract, the Bank may require the Contractor, at the Contractor's expense, promptly to remedy any default by re-performing any non-conforming Services; or (ii) where the non-conforming or non-performed Services are specifically itemised in the Payment Schedule, the Bank may withhold from any payment to the Contractor under this Contract an amount equivalent to such portion
of the Contract Price that is directly allocated to such Services; or (iii) the Bank may remedy any default or re-perform any non-conforming Services itself or have them remedied by a third party on its behalf, and in either case the Contractor will pay any costs and expenses so incurred by the Bank. In such case, the Bank may set-off such costs against any other amounts payable by the Bank to the Contractor under this Contract; or (iv) terminate the Contract in accordance with the terms of Section 16.1 (i).  

15.3 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause.  

15.4 If, upon inspection of the Services, the Bank identifies certain defects in the Premises resulting from the incomplete or faulty performance of the Services, the Parties shall agree in good faith on a snagging list of works to remedy such defects, which works shall be performed by the Contractor within two (2) weeks of such agreement at no additional cost to the Bank. The inspection of these snagging works will be done in accordance with Clauses 2.2 and 2.3. Once all defects in the Premises have been remedied to the satisfaction of the Bank, the Bank shall accept the Services and the Parties shall sign the Certificate of Acceptance in the form set out in Schedule 2.  

16. Termination  

16.1 Without prejudice to any of its other rights under the Contract and/or under applicable law, the Bank may terminate this Contract immediately upon written notice to the Contractor at any time if:- the Contractor fails to perform any material term or condition of this Contract and (if the breach is remediable) fails to cure such default within thirty (30) days of receipt of a written notice sent by the Bank, identifying the default and requiring its remedy; or (ii) the Contractor has engaged in Prohibited Practices as provided for in Section 8; or (iii) the Contractor makes any voluntary arrangement with its creditors or becomes subject to an administration order or Contractor becomes insolvent or goes into liquidation or convenes a meeting to consider a resolution that it be placed in liquidation or suffers a petition to be presented that it be placed in liquidation or has an administrative receiver, receiver or company appointed in respect of all or any of its assets, makes an assignment for the benefit of, or any composition with, its creditors or takes advantages of any insolvency act (or in each case the equivalent in any jurisdiction); or (iv) the Contractor ceases to function as a going concern or ceases to conduct its operation in the normal course of business.  

16.2 The Bank may terminate this Contract, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience and the date on which the termination becomes effective, which shall be not less than sixty (60) days from the date of the notice.  

16.3 Without prejudice to any of its other rights under the Contract under the applicable law, the Contractor may terminate this Contract upon written notice to the Bank, if the Bank fails to perform any other material term or condition of this Contract and (if the breach remediable) fails to cure such default within thirty (30) days of receipt of written notice sent by the Contractor identifying the default and requiring its remedy.  

17. Effects of Termination  

17.1 If this Contract is terminated for convenience by the Bank pursuant to Section 16.2, the Bank shall:- (i) pay the Contractor for all Services satisfactorily completed as at the Termination Date; and (ii) reimburse the Contractor for reasonable and documented expenditure which represent an unavoidable and uninsured direct loss to the Contractor by reason of the termination of the Contract, provided that the
Contractor takes all reasonable steps to mitigate such loss. The Contractor will be responsible for producing written evidence of the Services completed up to the Termination Date. Payment will become due to the Contractor thirty (30) days from the date of submission of the evidence by the Contractor to the Bank, unless the Bank disputes the amount payable. For the avoidance of doubt, the Bank shall not be liable or reimburse to the Contractor under this Section 17.1 any sum which, when added to any sums paid or due to the Contractor under the Contract, exceeds the total Contract Price that would have been payable to the Contractor if the Contract had not been terminated by the Bank.

17.2 If this Contract is terminated by the Bank pursuant to Section 16.1, the Contractor shall be liable to and indemnify the Bank for all losses suffered by the Bank as the consequence of termination of the Contract in accordance with the terms and conditions set out in Section 18 below. The Bank shall have the right to recover from the Contractor the amount of any loss suffered by the Bank resulting from the termination, including the cost reasonably incurred by the Bank of making other arrangements for the supply of the Services and any additional costs and expenses incurred by the Bank in connection with the breach of the Contractor taken into account any limitation of liability of the Contractor as set out in Section 18 below.

17.3 If this Contract is terminated by the Contractor pursuant to Section 16.3, the Bank shall remain liable to pay to the Contractor all sums which have accrued due and owing to the Contractor under this Contract, taken into account any limitation of liability of the Bank as set out in Section 18 below.

18. Liability

18.1 Subject to the terms and conditions of Section 18.2 and Section 18.4 described below, the Contractor shall be liable and indemnify the Bank and keep the Bank indemnified for all actions, suits, claims, demands, losses, charges, damages, costs and expenses, taxes, penalties, and other liabilities incurred and/or suffered by the Bank arising from, out of or in connection with:- (i) any act or omission, whether negligent, tortious or otherwise of the Contractor, its directors, officers, Personnel, employees, subcontractors or agents relating to matters contemplated in this Contract; and (ii) any breach by the Contractor, its directors, officers, employees, subcontractors or agents of any of the Contractor's obligation under this Contract.

18.2 The liability of the Contractor to the Bank shall not exceed the in respect of non-performance, delay or other breach of the Contract, GBP 1,000,000 (one million GBP) or local currency equivalent.

18.3 Notwithstanding any other provision of this Contract, the Bank shall not be liable to the Contractor under or in connection with this Contract for any loss or damage (outside the obligation of the Bank to pay the Contract Price for Services delivered by the Contractor in accordance with this Contract) whether direct, indirect, financial, economic, or consequential, whether or not caused by the negligent act or omission of the Bank.

18.4 The limitation of liability set out in this Section 18 shall not apply actions, suits, claims, demands, losses, charges, damages, costs and expenses, taxes, penalties, and other liabilities caused by:- (i) the fraudulent behaviour or misrepresentation; or (ii) any death or injury in connection with this Contract; or (iii) any event where liability which cannot be limited under applicable law.
19. Notices

19.1 Any notice or other communication given by one Party to the other pursuant to this Contract shall be in writing, sent by:- (i) first class mail; or (ii) by facsimile. Any notice given by facsimile shall be immediately confirmed by the sending of a copy of the notice or communication by ordinary first class mail. Communications shall be sent to the address of the relevant Party referred to in this Contract or the facsimile number set out:-

for the Bank: 
European Bank for Reconstruction and Development
One Exchange Square,
London EC2A 2JN,
the United Kingdom

Attention: Luis Ferreira
Resident Office Operations Manager
Tel: +44 20 7338 6149
Fax: +44 20 7338 6500
Email: ferreiral@ebrd.com

With a copy to:
Corporate Procurement Unit
Fax: +44 20 7338 7451

for the Contractor:

Attention:
[Title]
Tel: [ ]
Fax: [ ]
Email: [ ]

19.2 A notice or communication shall be effective when:- (i) if sent by first class mail, the time when delivered to the recipient or at the expiration of three (3) clear days after the time of posting, whichever is earlier, or the date when transmitted in the case of facsimile; or (ii) on the notice’s effective date, whichever is later. The Bank and the Contractor shall be entitled to change their respective addresses by providing a written notice to the other Party. A Party may notify the other Party to this Contract of a change to its name, relevant person, address or facsimile number for the purposes of Section 19.1.

20. Warranty, Title & Risk

20.1 With respect to the Services, in addition and without prejudice to all other conditions or warranties express or implied, the Contractor warrants, represents and undertakes to Bank that: (a) it shall perform the Services with all reasonable care and skill and in a good and workmanlike manner in accordance with all applicable law and good industry practice; (b) provide suitably qualified and experienced personnel to carry out the Services or related tasks; and (c) provide the Services in a timely and efficient manner and complete the Services to the satisfaction of Bank. For all Services provided (including equipment and materials installed in the Premises pursuant to this Contract) the Contractor shall provide comprehensive warranty support for the period of one (1) year starting from the date on which the Certificate of Acceptance was signed by Bank.

20.2 If any Services to Bank are not supplied or performed in accordance with the Contract then Bank, within one (1) year warranty period set out in Clause 4.1, without prejudice to any of its statutory rights or remedies, may require the Contractor by notice in writing, to: (a) supply replacement Services at the cost of the Contractor in
accordance with the Contract and within such reasonable time period as Bank might stipulate; or (b) treat the Contract as discharged by the Contractor’s breach and require the refund to Bank of the Contract Price (or part thereof) paid by Bank in respect of such Services together with statutory interest together with any expenses reasonably incurred by Bank as a result of the failure of the Contractor to perform the Services in accordance with the Contract (including the cost of performance of other services by a third party in place of those the Contractor failed to supply and/or perform).

20.3 Without prejudice to any right of rejection or return which Bank may have under the applicable law or under the Contract, title to and risk in the goods, materials equipment delivered by the Contractor or built in during the Services pursuant to the Scope of Works shall vest in Bank upon their delivery and acceptance by Bank in accordance with the terms of this Contract.

21. Governing Law and Dispute Resolution

21.1 This Contract shall be construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this Contract shall be governed by and construed in accordance with English law. Any dispute controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity hereof or any non-contractual obligations arising out of or in connection with this Contract which cannot be amicably settled, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as in force and effect on the date of this Contract. There shall be one (1) arbitrator, and the appointing authority for the purposes of the UNCITRAL Rules shall be the LCIA (London Court of International Arbitration). The seat and place of arbitration shall be London, England and the English language shall be used throughout the arbitral proceedings. The Parties hereby waive any rights under the Arbitration Act 1996 or otherwise to appeal any arbitration award to, or to seek determination of a preliminary point of law by, the courts of England or elsewhere. The arbitrator shall not be authorised to grant, and the Contractor agrees that it shall not seek from any judicial authority, any interim measures or pre-award relief against the Bank, any provisions of the UNCITRAL Arbitration Rules notwithstanding.

21.2 Nothing in this Contract shall be construed as a waiver, renunciation or modification by the Bank of any immunities, privileges and exemptions of the Bank accorded under the Agreement Establishing the European Bank for Reconstruction for Development, international convention or any applicable law. Notwithstanding the foregoing, the Bank has made an express submission to arbitration under Section 21.1 of this Contract and accordingly, and without prejudice to its other privileges and immunities (including, without limitation, the inviolability of its archives), it acknowledges that it does not have immunity from suit and legal process under Article 5 (2) of Statutory Instrument 1991, No. 757 (The European Bank for Reconstruction and Development (Immunities and Privileges) Order 1991), or any similar provision under English law, in respect of the enforcement of an arbitration award duly made against it as a result of its express submission to arbitration pursuant to Section 21.1 of this Contract.

22. Escalation Procedure

Except as otherwise provided in this Contract, any dispute between the Parties shall be initially resolved by using the escalation procedure by either Party as follows (the "Escalation Procedure"):

(i) upon the written request of either Party, the Bank’s Representative and the Contractor's Representative shall meet for the purpose of endeavouring to
resolve such dispute within ten (10) days from the request of such meeting by a Party;

(ii) the Bank's Representative and the Contractor's Representative will meet as often as necessary to gather and furnish to the other all information with respect to the matter in issue which is appropriate in connection with its resolution;

(iii) the Bank’s Representative and the Contractor's Representative will discuss the problem and negotiate in good faith in an effort to resolve the dispute and to try to avoid arbitration. The format for such discussions will be agreed by the Bank's Representative and the Contractor's Representative having regard to the nature and importance of the subject matter in dispute;

(iv) if the Bank's Representative and the Contractor's Representative cannot resolve the dispute in thirty (30) days since the commencement of the Escalation Procedure, then the dispute will be escalated to the Bank's insert position and insert position of the Contractor for their review and resolution; and

(v) if the dispute cannot be resolved in accordance with the above, the Parties may, without prejudice to any other remedy permitted under this Contract, refer the dispute to arbitration in accordance with the provisions of Section 21 above, however, such arbitration may not be commenced until forty-five (45) days after the initial request to negotiate such dispute is made pursuant to this Section 22.

23. Miscellaneous

23.1 This Contract supersedes any previous conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) whatsoever whether oral or written, and represents the entire understanding between the Parties, in relation to the subject matter of this Contract. No variation to this Contract shall be of any effect unless it is agreed in writing and signed by or on behalf of each Party.

23.2 Termination or expiration of all or part of this Contract shall not affect either of the Party's accrued rights or liabilities or affect the coming into force or the continuance in force of Sections 6-7, 9-10, 14, 17-22 which shall continue to be in force on or after the termination or expiration of the Contract.

23.3 Neither Party shall be entitled to assign or transfer its rights or obligations under this Contract to any third party without the prior consent of the other Party. This Contract shall be binding upon the successors and permitted assigns of the Contractor.

23.4 No omission to exercise or delay in exercising on the part of any Party to this Contract any right, power or remedy provided by law or under this Contract shall constitute a waiver of such right, power or remedy or any other right, power or remedy or impair such right, power or remedy. Any waiver of any right, power or remedy under this Contract must be in writing and may be given subject to any conditions thought fit by the grantor.

23.5 Notwithstanding that the whole or any part of any provision of this Contract may prove to be illegal or unenforceable the other provisions of this Contract and the remainder of the provision in question shall remain in full force and effect.

23.6 The Bank may at any time, without notice to the Contractor, set off any liability of the Contractor to the Bank against any liability of the Bank to the Contractor, whether any such liability is present or future, liquidated or unliquidated, under this Contract or not and irrespective of the currency of its denomination. If the liabilities to be set off are expressed in different currencies, the Bank may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Bank of its rights
under this Section 23.6 shall be without prejudice to any other rights or remedies available to it under this Contract or otherwise.

23.7 Each Party shall at all times act as independent parties and nothing contained in this Contract shall be construed or implied to create an agency or partnership. Neither Party shall have the authority to agree to or incur expenses on behalf of the other except as may be expressly authorised by this Contract.

23.8 Provided that the terms and conditions of this Contract do not prescribe otherwise, nothing in this Contract is intended to confer on any person any right to enforce any term of this Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorised representatives, have caused this Contract to be signed as of the date first above written.

SIGNED by for and on behalf of the
European Bank for Reconstruction
and Development

Name: **Tom Husband**
Head of Corporate Procurement Unit

SIGNED by for and on behalf of
[Contractor]

Name: ____________________________
[Title]
Schedule 1
Scope of Works

1. Objective
The Contractor undertakes the fit-out in the area outlined in the layout plan at the Bank leased office space located on the [LOCATION] (the “Premises”) on behalf of, and at the expense of the Bank pursuant to Bank’s requirements as set out below in this Scope of Works for the agreed fixed price.

Refurbishment works to the Premises as required by the Bank in this Scope of Works namely (not limited to):

a) Preliminary works (e.g. dismantling works, cleaning, etc.);
b) Interior construction and finishing works: floors, ceilings, partitions, doors, fixtures, fittings, etc;
c) Mechanical: HVAC and other works;
d) Electrical: lighting, power, and other works;
e) Obtain all necessary permits, licenses, insurance, etc. necessary for the execution of the works;
f) Snagging, testing and hand over to the Bank;

2. Construction Works
[TO BE COMPLETED]

2.2 Mechanical Works
[TO BE COMPLETED]

2.3 Electrical Works
[TO BE COMPLETED]

STATE & LOCAL STATUTORY LEGISLATION
All of the works, equipment and materials shall be supplied and installed to comply with all state & local legislation including approved codes of practice, good standards of workmanship and manufacturers recommendations.

TRAINING & DOCUMENTATION
The Contractor shall provide all the necessary training for appropriate Bank staff that will operate the systems supplied and installed by the Contractor under this Scope of Works, plus original copies of full technical literature, details of service personnel and any planned maintenance together with a manufacturers and Contractors warranty and guarantee for at least one (1) year from the date of acceptance.

Full commissioning data for all services shall be included and handed over to the Bank as part of the acceptance requirement.
Schedule 2
Contract Price, Payment Schedule,
Rules for the Preparation of Invoices and Acceptance

1) Contract Price and Payment Schedule

(i) The Bank shall pay the Contractor, for the performance of the Services, the Fit-Out Contract Price indicated in Clause (v) below which shall be paid in accordance with the Clause (ii) below and the Payment Schedule.

(ii) The Bank shall pay the Contractor in four (4) installments in accordance with the value of works, equipment and materials completed and secured on site and in the lawful possession of EBRD.

Payment to be as follows:

(a) 10% of the Contract Price as advance payment, within thirty (30) working days upon signature of this Contract;
(b) 30% of the Contract Price upon the receipt of the notification of completion of the mechanical and electrical works by the Contractor;
(c) 50% of the Contract Price on completion of works by the Contractor scheduled for [Date]; and
(d) 10% of the Contract Price on completion of snag list items and Acceptance by Bank according to the process in section 3 below;

A timeline for the project is detailed below. Start and end times are dependent upon the authorisation of the Contractor by the landlord.

(iii) Upon satisfactory completion by the Contractor, or part thereof, the Contractor may apply for payment of that proportion of the Fit-Out Contract Price relating to such Services by submitting an invoice to the Bank in accordance with the Project Schedule. The Bank shall make a payment to the Contractor, within ten (10) working days of receipt of a valid invoice, providing there is no dispute as to the amount payable.

(iv) Value Added Tax on the Services shall be rated in accordance with the Bank’s privileges and immunities.

(v) The maximum net value (without VAT) of the Contract shall be [CONTRACT PRICE] unless changes have been authorized in writing by the Bank (the “Fit-Out Contract Price”). It is understood that the Contractor will invoice the Bank the net prices of any invoices received from third party contractors for materials and works perform, a final reconciliation detailing all payments (with copy receipt attached) by the General Contractor will be provided on completion of works.

(vi) A payment shall be deemed to have been made on the day of receipt of the funds into the bank account of the Contractor.

2) Rules for the Payment of Invoices

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

(i) All invoices shall be addressed and sent to: Invoice Control, the European Bank for Reconstruction and Development, EBRD [ADDRESS];

(ii) all payments should be in [CURRENCY];

(iii) the contract number and if applicable purchase order number and the name of the Bank’s Representative shall be quoted on the invoice;
(iv) invoices shall be marked to show the Contractor's business address, invoice number and date. The name and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice;

(v) the Bank will only make payments after the original signed copy of the Contract has been returned to the Bank's Corporate Procurement Unit and only on submission of original invoices and original supporting receipts (no faxes or copies shall be acceptable);

(vi) full details of the bank account, where payment shall be made must be supplied on the invoices, including currency of the account;

(vii) period during which Services were performed must be stated;

(viii) invoices shall be itemised in the order set out in Schedule 2 of the Contract;

(ix) any change to the Contract necessitating an amendment to the Contract should be completed prior to submission of an invoice;

(x) The last of the invoices (or, as the case may be, the only invoice) issued by the Contractor for the Services shall be called the 'Final Invoice' and shall be indicated as such. The final invoice shall not be issued until all the Contractor's obligations for performing the Services have been satisfactorily fulfilled. The final invoice must be submitted within three (3) months of the completion of the Services;

(xi) prior to issuing the first invoice, in accordance with the Contract, the Contractor should confirm with the Bank whether VAT can be charged or whether the invoice(s) should be zero rated for VAT purposes due to the Bank's privileges and immunities;

(xii) any applicable VAT charged by Contractor shall be separately itemised on the invoices.

3) Acceptance

(i) On completion of the Services to the Bank, the Contractor will document the state of the Services at the Site (“Summary of Completion”) and confirm completion. This document shall explicitly list any tests that were performed by Contractor, their outcome and all issues left open at the time of completion.

(ii) The Bank's Representative shall inspect the Services and perform or arrange to have performed any tests required.

(iii) The Summary of Completion shall be signed off by the responsible representatives of Contractor and on formal Acceptance by the Bank; the Bank will issue a certificate (the “Acceptance Certificate”) to Contractor in the form attached as a template. The Bank’s Project Manager is to complete a copy of the Acceptance Certificate by completing all sections in “[ ]”, then removing the “[ ]”. Two copies are to be produced and signed by the Bank’s Representative, one to be held on file at the Bank and the other to be issued to Contractor who shall supply copy with their invoice.

(iv) In the event of non-Acceptance (or partial Acceptance) the Bank's Representative shall provide a list of defects (the “Defect List”) to Contractor and the Parties shall meet at the earliest available opportunity (and in any event no later than seven (7)) days after the Contractor has produced the Summary of Completion to discuss the remedies required by the Bank for Acceptance to occur.
Acceptance Certificate Template

[ON EBRD letterhead]

[NAME AND ADDRESS of Contractor]

Date [          ]

Certificate of Acceptance for Contract Reference PUR1202/05

Dated [              ]

Between

(1) the EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT ("EBRD"), represented by [NAME], [TITLE], acting in accordance with Administrative Order No 1 dated 3 October 1994 on the Signing of Written Instruments: Designation of Officers as amended to date,

and

(2) [                    ], a company organised and existing under the laws of [            ] with its registered office located at [                     ]. (the "Contractor").

referring to Services for the Contract concluded as of [          ] concerning the performance of certain Services in relation to the fit-out works of the office space defined in the Contract, the parties herewith confirm that the works under the Services have been substantially completed pursuant to provisions of this Schedule and the Premises inclusive of the works, without defects and in full working order, have been handed over to EBRD.

Signed

[                     ]

Jaroslaw Wojtylak

Director, Administrative Services for the EBRD

Date:

[           ]

[Title]

Date:
## Schedule 3

### Change Order Request Template

**European Bank**

for Reconstruction and Development

---

### Change Order Request

**Raised by:**

**Company:**

**Date:**

**Company Change Order No.:**

**EBRD**

---

### Title:

**Reason & Description:**

---

### Source

<table>
<thead>
<tr>
<th>X</th>
<th>EBRD</th>
</tr>
</thead>
</table>

(Place tick)

---

### Cost Impact on Project:

**Cost allowance for the Change & This change will be funded from:**

**This change has a ve effect on the Total Project Budget**

---

### Programme Impact on Project:

**Effect of this Change:**

---

### Impact on Project Deliverables:

---

### Authorisation / Rejection

**Accepted:** By EBRD / J. Wojtkow - Director Administration

**Rejected:**

**Signature:**

**Date:**

**Comments:**

---

### Project Managers Instruction

**Rated YES / NO**

**PMI NO.:**

**Date:**

**Consultants Instruction:**
Annex B - Form of Tender
1. Information Submitted to the Tenderers

(a) The Concept Layout (Annex D);
(b) The Design Brief (Annex C);
(c) A Draft Bill of Quantities (BOQ, Annex E, only contemplates the breakdown of the main items of works);

2. Tender Documents to be Submitted by the Tenderer

The Tender package will include the following information:

2.1. Technical Proposal

• A statement confirming the number of and names of which Resident Offices the Tenderer wishes to bid for;

• A statement confirming whether a sub-contractor is to be used to perform the fit out in any location

• Statements with supporting evidence which demonstrates clearly the Tenderer’s ability to meet or exceed the Bank’s Mandatory and Key Criteria

And for the Cairo Resident Office

(a) Plans in the scale of 1:100 (Architectural, Mechanical & Electrical, etc.);
(b) Works Schedule (in MS Project or other);
(c) The Trade Registry Certificate/Certificate of Incorporation of the Tenderer;

2.2. Financial Proposal

• Bill of Quantities (BOQ);

• Statement which indicates what discounts/offers are available to the Bank in the event one or more Resident Office fit outs are awarded to the Tenderer;

The Tenderer shall submit the complete set of Tender Documents together with a copy of the BOQ in both paper and electronic formats. In the event of any discrepancy the information entered in the soft copy shall take precedence.

The Tenderer shall complete the entire Tender Documentation, signing and dating all the documents in the provided spaces.

The Bank reserves the right to instruct the successful Tenderer to stamp and initial every page prior to the formal award of the Agreement (Contract).
The Bid must be signed by the principal of the firm or by a person duly authorized for that purpose, stamped with the company seal and the registered name and address of the Tenderer must be printed in block capital letters in the spaces provided. The signatory of the Tender Documents shall include his/her Power of Attorney to act on behalf of the Tenderer in the Bid package.

The Tenderers are to provide a chart showing their proposed project team together with CV’s of team management.

Quantities

The Tenderers shall be deemed to have checked and satisfied themselves as to the accuracy and completeness of all quantities set in the BOQ and made allowances in the prices as considered necessary. The Tenderer shall be fully responsible for any kind of mistakes, omissions and/or discrepancies in the mentioned quantities and no additional payments or claims for price increase or time extension shall be made in this regard.

Pricing

No alteration shall be made without the Bank’s written consent. Should such consent be received the alterations made must be initialled by the person signing the Bid. The Tenderer shall also submit the BOQ in the same format as the electronic copy.

Tenderers are to clearly state what discounts (if any) apply if the Tenderer is awarded 1, 2 or all 3 sites. Discounts will be taken into account when assessing the lowest cost mix of providers to the Bank, therefore the lowest cost Tenderer may NOT be successful for any one site.

Quantities and unit prices for each item in the BOQ shall be entered as detailed as possible. The Tenderer shall include unit prices where possible. If a unit price has not been obtained a provisional sum should be entered and clearly marked in the BOQ.

The Tenderer shall on no occasion change or deform the BOQ’s main format. However, the Tenderer shall provide the detailed breakdown of the main items of the works, into sub-items (with respective descriptions, brands, etc.).

The rates and prices set down by the Tenderer against the items in the Tender Documents are to be for the full inclusive value of the finished work as envisaged in the documents and shall account for profit and all obligations and liabilities of every kind arising under the Agreement.

In the BOQ the Tenderer is responsible for the accuracy of the Quantities examined by him during the tender period and agreed with the Bank during the contract negotiations. No adjustments will be made in the event of any error in the Quantities being discovered after acceptance of tender.
The descriptions contained in the BOQ for each item are not necessarily complete. The Tenderer is referred to the Conditions of the Agreement and other documents, Specifications and Drawings as well as relevant Standards and Codes of Practices for further information as no claim or variation will be considered on account of the Tenderer’s failure to do so.
Annex C - Design Brief

1.0 PRELIMINARY WORKS

1.1 Objective

The objective is to create high standard office premises in accordance with EBRD guidelines, specifications and proposed fit-out plan.

In some cases preliminary works may be required such as a Technical Due Diligence (TDD), dismantling (e.g. existing partitions, existing suspended ceiling, cabling, etc.), cleaning, material & garbage removal, etc.

2.0 DESIGN

2.1 Fit-Out / Floor Plans

A Fit-Out / Floor plan is provided by the EBRD and included within this Scope of Works to show partitioning, furniture layout and associated Power, Data, CCTV, Intruder Alarm and Access Control details.

3.0 PARTITIONS

3.1 Gypsum Partitions

Supply and install high standard partitions comprising of a single (e.g. 12.5 cm internal partition) or double (e.g. 15cm outer wall, meeting room wall, etc.) Gypsum board on steel studs to form the layout in accordance with agreed drawing. The partitions are to be slab to slab as per fit-out plan.

All non-glass partitions must have rockwool (or similar) sound insulating material infill to full height.

They must satisfy the most demanding fire, thermal and acoustic performance requirements.

3.2 Glass Partitions

Supply and install double glazed 42dB acoustic internal partitions with acoustic blankets or ceiling baffles above the suspended ceiling (e.g. toughened clear glass partitions with a manifestation film pattern at approximately 1.7m height as a safety precaution to prevent staff from walking into the glass). Work to include all finishes, bottom and top rail details, etc.

Place blinds in between glass sheets of meeting room partitions (e.g. dark roller blinds or adjustable horizontal bladed venetian blinds for privacy and presentations).
3.3 Concrete Block or Masonry Partition Walls

Build concrete block or masonry partition walls if requested in the fit-out plan.

3.4 Doors

Supply and install doors (full height, no glass) and steel frames of a quality suitable for high class offices. The door fittings and handles are to be made of metal. Each door to be lockable from either side with a minimum three keys provided for each lock.

3.5 Skirting & Profiles

Supply and install skirting and profiles to match the partition work.

4.0 CEILINGS & FLOORS

4.1 Suspended Ceiling/Plasterboard Ceiling

Install and/or modify the suspended ceiling at appropriate height for window openings and normal office use with exposed white steel grid and 600 x 600 acoustic ceiling tiles (Armstrong or similar) for accommodating the ventilation ductwork, and other building systems (e.g. sprinkler system, lighting, etc.) for each office and usable area in accordance with the fit-out plan.

4.2 Raised Floor System

Supply and install a metallic floor bearing structure with respective floor panels (subject to premises).

Supply and install carpet tiles. The carpet is to be fitted after the partitions have been erected. The colour is to be determined by EBRD.

4.3 Comms Room Floor

The floor to the Communications Room will be covered in anti-static sheet vinyl or vinyl tiles. The colour is to be determined by EBRD.

5.0 PAINT WORKS

All walls to be skimmed and emulsion paint finished. The colour is to be determined by EBRD.

6.0 HVAC

Provide air conditioning capable of delivering a space temperature of 21ºC (with sufficient ceiling or wall mounted units for each office cell and work area). Whilst 23ºC is comfortable and accepted by most people in an office environment it is advisable to be able to achieve 21ºC should the need arise. As the air conditioning
equipment ages and becomes less efficient the extra capacity will enable 23°C to be maintained.

The fit-out Contractor will need to calculate the cooling load that is required.

7.0 ELECTRICAL

7.1 Lighting & Luminaries (fittings)

Supply and install 600 x 600 recessed light fittings (or similar), non reflective energy saving units, to provide adequate light at desk height throughout (a minimum of 400 lux at desk level). Switching to be separated for each office and useable area in accordance with the fit-out plan.

Where there is insufficient suspended ceiling to install adequate lighting, additional down lighting is to be provided by low voltage spotlights.

The Communications Room (Comms Room) is to have energy saving lighting units capable of providing a minimum light at bench level of 500 Lux.

7.2 Security

CCTV

Supply and install sufficient CCTV cameras (Indigovision or similar) as per the fit-out plan to cover the following areas; one outside main entrance door showing external lobby and entrance door; one inside main entrance door to clearly view all persons entering and leaving the office. Also cameras to be mounted to monitor the fire escape door(s) from the adjoining premises. All cameras are to be mounted so as to be obvious to visitors.

Connect all cameras to a flat screen monitor, positioned at reception desk, with split screen, or whole screen, capability to be switched by receptionist. Supply and install a computer linked to each CCTV camera and monitor to record all images. Hard drive size to be adequate for recording a minimum of thirty days of data/images before writing over previous data/images (must show date and time on all images). Computer is to be positioned in the Communications Room shown on the fit-out plan.

Supply suitable software for security monitoring. Image recording is to be movement sensitive so as to maximise the recording period. The complete system and software is to be maintenance free and to run automatically with no requirement for input from the office staff.

Remote Monitoring

Install the Remote Monitoring CCTV system and connect it to the Server Rack. Instructions and equipment will be provided by the EBRD.
Access Control System

Supply and install a door entry videophone system to the main entrance door with handset and receiver on the reception desk. Provide for remote inner door release via videophone and electronic lock as shown on the fit-out plan.

Provide self closer on entrance door so that it automatically closes and locks.

Supply and install a card reader, compatible with the building security system, and link to the electronic locks on all entrance doors to allow staff access to the premises. Provide each staff member (and eight visitors) with suitable electronic security cards compatible for access to the building, from the lift lobby entrance door(s) and fire escape door(s). Access cards must only display the staff members photograph and name, no references to the EBRD.

Electronic locks to fire escape door(s) and main entrance door(s) must automatically release when the fire alarm is activated.

The Access Control Readers in the Office and Server Room must be connected to a backup battery (minimum 4 hours of backup power) capable of providing power to the system when the primary source of power is unavailable.

Intruder Alarm System

Supply and install an intruder alarm system with PIR sensors located to cover the main corridor, each office, fire escape door and reception. Connect to siren alarm located in reception area of the EBRD office. Supply and fit control panel in entrance lobby having key pad for on/off control plus display identifying zone in case of alarm activation. Supply and fit second siren in main building security control room together with necessary signage indicating alarm is for EBRD’s office or as agreed with building security.

The alarm system must have a 24 hour backup battery capable of providing power to the system when the primary source of power is unavailable.

Panic Button

Install the panic buttons as per instruction of the EBRD security guidelines.

7.3 Communications/IT Room (Comms Room)

The Communications Room will be located in the position as shown on the fit-out plan and will contain a 19” 42U Server Rack (minimum 90cm x 90cm), a UPS unit, a security computer with monitor, communications equipment, etc.

Comms Room is to be chilled by two (2) split air-conditioning 24 hours per day, 365 days per year and will have an anti-static floor, lockable fire proof door and a work bench as described below.

Install an Access Control System, an Intruder Alarm and Remote Monitoring Camera.
All structural cabling for voice/data will be brought back, terminated and connected to the patch panels located inside the Server Rack located in the Comms Room.

**Data Cabinet/Server Rack**

The Contractor will supply, mount and test a 19” 42U Data Cabinet/Server Rack (minimum 90cm x 90cm) together with an UPS unit in the Comms Room, terminating the power, voice and data connections as specified. The Contractor is expected to liaise and co-operate with EBRD appointed IT specialists on how to make the connections.

Small power socket outlets are to be provided in the Communications Room in the numbers and location, as shown on the detailed layout drawing. Sockets are to be positioned in a trunking on all walls 1.2m above floor level, above workbench height, unless otherwise specified.

**UPS**

The Contractor will supply and install an UPS unit in the Comms room (according to EBRD specifications; e.g. Single-Phase 220V, 50HZ, 10-15 kVA, 12-20 minutes or similar).

The Contractor will supply a UPS from a list of EBRD preferred suppliers.

The Contractor will supply a maintenance free ten year battery for the UPS which should give 5-7 years of reliable service.

The UPS must ensure that full integrity of critical systems is maintained even in the event of mains power failure (e.g. computers, etc.). Instructions will be provided by the EBRD.

**Clean Earth**

The Contractor will provide an isolated and insulated clean earth circuit from the main electrical distribution board of the building to the Comms Room. The cable is to be PVC sheathed in copper cable. It should be terminated to the main earth connection at the main electrical distribution board of the building, and onto an isolated copper strip within the dedicated distribution board in the Comms Room, or onto a isolated and insulated copper strip, at a point adjacent to the distribution board. All UPS earth circuits within this room will be terminated to this copper bar.

**Air Conditioning**

The Comms Room is not to be connected to the main building ventilation or normal air-conditioning system and is not to have any ventilation of any form.

An independent air conditioning system shall be installed in the Comms Room with sufficient capacity to manage the heat load installed.
2 (two) wall mounted split air-conditioning units are to be provided and installed in the Comms Room and each capable of operating 24 hours per day, 365 days per year. The units will be used alternately for chilling the room and are to be controllable by remote handsets. Units are to be supplied from a local supplier, ensuring that maintenance and spare parts are available locally. Units to be self starting in the event of tripping out due to mains failure.

Each unit should be sized to maintain 21°C +/-1°C and run at a maximum of 50% load under normal conditions. This will provide redundancy for maintenance and failure of one unit.

The AC units must be able to withstand low temperatures in locations where very low temperatures are experienced during the winter months (-20°C or more).

**Voice & Data Structural Cabling**

The Contractor will install a radial voice and data distribution network from the Comms Room to the RJ45 sockets as indicated on the floor layout plan.

Cable installation will be distributed from patch panels located inside the Server Rack in the Comms Room, via PVC conduit to each point located on the floor plan, and voice and data cabling will be identical. Each cable will be identified at each end by sequential numbering which will be appropriately marked (1, 2, 3, etc.)

The cable used will be Unscreened Twisted Pair (UTP), CAT5e or CAT6, cable. The cable used must be clearly stamped as CAT 5e or 6 on the outer sheath.

Termination is to be double RJ45 sockets immediately adjacent to the 4 power sockets located in the working area (at respective workstations) in compliance with the layout drawings. Connectivity with conductor colour code being consistent on each socket and each cable will be identified at each end by sequential numbering which will be appropriately marked.

Sufficient spare cable will be allowed on each circuit at the EBRD supplied Sever Rack, in the Comms Room, to allow connections to be made to the patch panels by the Contractor, in accordance with drawings supplied by the EBRD. The Contractor will install RJ45 CAT5e patch panels inside the telecommunication rack and then terminate cabling at the RJ45 jacks on the patch panels.

All required RJ45 sockets used in the office work area, RJ45 CAT 5e patch panels, industry standard (19" 42U high) Sever Rack and CAT 5e cable are to be supplied by the Contractor.

The Contractor will make all connections of the UPS, voice and data structural cabling, in accordance with EBRD IT Department instructions and specifications.

**Cabling Acceptance Test**

The Contractor will test each cable connection between RJ45 jacks on patch panel and RJ45 socket installed in the working area. All CAT5e UTP links must be tested in
accordance with EIA/TIA568-B and test sheets identifying each circuit and test results must be produced at the end of the contract. Printed results should confirm correct connectivity, resistance, integrity and, the length of each circuit. Performed tests should also confirm absence of shorts, grounding, and external voltage.

A complete set of test certificates are to be provided to the EBRD’s Project Manager, prior to practical completion being signed off.

**7.4 Power & Data Circuit**

**Small Power Distribution**

Provide a suitable distribution board, located in the Comms Room, with adequate circuit breakers to protect each circuit. The drawing indicates the location of each set of floor boxes. Each grouping is to provide four power sockets (one socket is to be connected to the UPS, clearly marked or of different colour e.g. red) and two RJ45 data sockets.

Additionally, power points are to be provided in the corridor areas for fax, printer, photocopier and vacuum cleaner any other small power requirement in the area.

In the Comms Room a minimum of 10 power points are to be provided in specific locations.

The Contractor will supply and install small power points to agreed positions on the partition walls, as per the fit-out plan.

The Contractor will supply power cable (NHXMH or similar), floor boxes, busbar modules, wiring ducts, cable trays, cable trunks (Legrand or similar) and other accessories necessary for the power distribution network.

**Small Power Requirement**

Each workstation must have 4 power sockets (one socket is to be connected to the UPS, clearly marked or of different colour e.g. red) and 2 RJ45 outlets as indicated on the fit-out plan.

**TV Aerial Point**

Provide a TV aerial point in the position marked on the drawing in the Meeting Room(s) connected to a suitable Arial to receive a clear and strong signal suitable for analogue and digital TV signals that are unobstructed and free from distortion and interference.

**8.0 FIRE & EMERGENCY**

Supply and install sufficient fire detection, smoke detection, sounders and emergency lighting in compliance with state and local regulations.
Emergency lighting must provide immediate secondary lighting when the power supply to the normal lighting fails e.g. due to a fire. The minimum backup duration of emergency lighting as specified by regulations is generally between 1 and 3 hours.
Supply and install the international “pictogram” style fire exit signs, identifying the main means of escape. These are to be suspended from the ceiling and to be illuminated where required to comply with state and local legislation.

Supply and install a sprinkler system in accordance with state and local regulations. No sprinkler system to be installed in the Comms room.

Supply the necessary firefighting/safety equipment (e.g. fire extinguishers) for the premises.

An evacuation plan (for both fire and bomb incidents) should be clearly displayed in both English and local language, detailing escape routes and assembly points.

Prepare Security, Health and Safety (HSE) and Fire Evacuation Plans. To be handed over on completion.

9.0 KITCHEN

Install kitchen base unit(s) with cupboards, drawers and work tops to agreed quality and colour. The wall units must match the base units. Supply and install under counter industrial class dishwasher and refrigerator. Install power socket outlets for fridge, dishwasher, toaster, microwave oven, kettle and two spare. Install wall tiles, as necessary, between the base and wall units. Low level power socket to be positioned for water chiller. Positions and specific detail to be agreed with EBRD.

The utilities and sewerage for the kitchen must be installed in accordance with the technical specifications of the landlord.

If a sanitary pump for sewerage discharge is to be installed it must be done in accordance with the technical specifications of the landlord.

10.0 SANITARY

Premises must have two built-in toilets within the demise (men/women) with good quality sanitary appliances and fittings.

11.0 GENERAL

11.1 Window Blinds

Vertical window blinds to be installed to all external windows (e.g. roller blinds with electrical controls). Type and colour to be agreed with the EBRD.

11.2 Comms Room Work Bench

A work bench is to be provided as shown on the attached drawing, to be attached at a height of 1.2m above floor level and to measure 80cm deep by 1.0m wide (minimum).
2 shelf units are to be provided at the rear of the test bench for manuals, test sheets, books etc.

11.3 Storage Room

Provide and erect steel shelving in the store room on three walls (ensure clear door swing). Shelves to be 35 cm deep and clear space between each large enough for large A4 lever arch file storage. Top shelf to be no higher than 1.8m.

11.4 Landlords Building Standby Generator

100% of all the electrical services in the EBRD’s area are to be connected and capable of being supplied 24 hours a day 365 days a year by the landlords standby generator in the event of a power failure.

STATE & LOCAL STATUTORY LEGISLATION

All of the works, equipment and materials shall be supplied and installed to comply with all state & local legislation including approved codes of practice, good standards of workmanship and manufacturers recommendations.

TRAINING & DOCUMENTATION

The Contractor shall provide all the necessary training for appropriate EBRD staff that will operate the systems supplied and installed by the Contractor under this Scope of Works, plus original copies of full technical literature, details of service personnel and any planned maintenance together with a manufacturers and Contractors warranty and guarantee for at least one (1) year from the date of acceptance.

Full commissioning data for all services shall be included and handed over to the EBRD as part of the acceptance requirement.
Annex D - Concept Layout
Annex E – Draft Bill of Quantities

(only main breakdown of works)