

German Financial Cooperation with Georgia

INVITATION TO PRICE QUOTATION FOR TECHNICAL ASSISTANCE OF CONSULTING SERVICES

for

Project: Establishment of Javakheti National Park in Georgia

for

**Implementation of Apiculture Development and Improving/Ensuring
Marketing of Apiculture Products Project in Support Zone**

1. PREAMBLE

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

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

invites hereby qualified independent consultants (NGO/ Bussinees Companies/Association/other) to
submit a Price Quotation for Services
for the

“Implementation of Apiculture Development and Improving/Ensuring Marketing of Apiculture Products
Project in Support Zone “
(hereinafter called “Consultancy Services”)

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

2. BACKGROUND

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

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

The Lake Arpi National Park in Armenia

and

The Javakheti National Park in Georgia –

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

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

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

3. OBJECTIVES

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

Specific objectives are to:

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

The current procurement shall cover the implementation of the bee- keeping component of the Support Zone Plan and be based on reference reports (Javakheti National Park Support-Zone Development Plan and the Feasibility Study and Project Proposal of Apiculture Development and Improving/ Ensuring Marketing of apiculture developed by WWF

4. REQUIRED SERVICES

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

5. HOW TO STRUCTURE THE BID

Potential bidders are requested to submit concise, clear and substantial documents and to adhere to the above structure.
Non-compliance with this invitation or faulty information shall lead to exclusion of the tender.

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

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

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

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

of several organization is applying the requested information
should be indicated for all mebemers of association
.On a free format

(Annex 11)

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

On a free format

(Annex 12)

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

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

(Annex 13)

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

(Annex 14)

- 15 Brief CVs on key personnel proposed for backstopping
and support
On a free format

(Annex 15)

16. Draft Contract

(Annex 16)

17. Advance Payment Bond Model

(Annex 17)

6. HOW TO SUBMIT THE BID

6.1

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

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

not later than

12 March 2013 at 15:00 Hrs Local Time,

6.2

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

7. HOW TO ASSESS THE BID

7.1

Assessing the bids for services and the price quotations:

- Statement whether customs and excise duties, taxes and levies in the project-executing agency's country are to be included in the price, but should be shown separately;
- Minimum quality of bids for services that will be taken into account in evaluating the price quotations and the overall rating (minimum score of 75% of the points to be awarded);
- Weight of the bid for services (generally 70%) and weight of the price quotation (generally 30%) in the total rating;

- **Potential bidders shall be reminded that contract negotiations serve only to clarify unclear items -**

7.2

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

1. Concept and method:	40 – 60
1.1 Clarity and completeness of the bid:	about 10%
1.2 Critical analysis of the objective of the project and the terms of reference	about 30%
1.3 Proposed concept and method, with the programme of work, the staffing schedule and monitoring and coordination mechanisms	about 60%
2. Qualifications of definitely assigned personnel	60 – 40
2.1 Qualifications of key personnel to be employed on the project, in particular the project manager	about 90%
2.2 Qualifications of the personnel who will monitor and control the team, and provide back-up services	about 10%

8. HOW TO HANDLE ENQUIRIES FROM POTENTIAL BIDDERS

Enquiries from potential bidders are only permitted by email and up to seven days for the deadline of Submission of the Tender.

Answers will be sent to all applicants.

Informational meeting will be conducted for the potential bidders on 25 February 2013 in Employer's office at 12:30

9. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

9.1

The Candidate should have strong skills in community mobilization, marketing, training of rural communities, participatory approaches and rural development/ apiculture development. Experience in the target region and in protected area management is an asset.

9.2

Candidates are free to propose their own contribution into the implementation of the project; such contribution will be a significant asset.

9.3

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

9.4

The complete Tender Dossier consists of the following sections:

A. Invitation to Tender	Page 1 - 8
B. Terms of Reference	Page 9 - 11
C. Draft Contract	Page 12 - 20
D. Model Advance	
Payment Bond	Page 21

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

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

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

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

Quote

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

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

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

(Place), this day of

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

Unquote

ANNEX 1

Terms of Reference

Background:

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

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

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

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

Objectives

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

Specific objectives are to:

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

The current procurement shall cover the implementation of the bee- keeping component of the Support Zone Plan and be based on reference reports (Javakheti National Park Support-Zone Development Plan and the Feasibility Study and Project Proposal of Apiculture Development and Improving/ Ensuring

Marketing of apiculture products developed by WWF, which will be transfer to the Candidates. (Purchasing of honey processing and labeling equipment will not be task for consultant and will be done by WWF.) In particular:

- Establishment of the Beekeepers' Association;
- Organization and implementation of trainings for beekeepers;
- Provision of recommendations for api product processing and packaging technical equipment to the Beekeepers' Association;
- Empowering marketing potential of the api products;
- Introduction of a three year business plan of Association operation.

(i) Rationale for the establishment of beekeepers association

This Project is a continuation of the feasibility study that showed that the establishment of a beekeepers association in Javakheti National Park's support zone is feasible and beneficial to the residents of the zone and the Park as such.

The Project represents the component of Establishment Javakheti National Park in Georgia Project, and it aims towards providing assistance to the beekeepers of the support zone in increasing the production volume and sale of products, as well as in improving its quality. The Project also implies awareness raising among the beekeepers of the support zone on modern apiculture technologies: production and bee care (modern means for prevention and treatment of diseases without affecting the product quality or bee health and the resilience of bee colonies). Besides, the Project also implies raising the awareness of the support zone non-beekeeper dwellers on the healthcare characteristics of api products and the impact of their anthropological activities to the environment.

The mission of the Project is to improve the professional and entrepreneurial skills of the beekeepers in the Project implementation zone as a way toward additional income generation and attainment of environmental sustainability.

In order to achieve the above described objectives, WWF prepared a project document detailing the elements of the bee-keeping component. The Consultants task will be overall coordination and timely implementation of this project. In particular:

1. Critically review the project document and provide recommendations for improvement of the overall approach. Aspects regarding marketing, sustainability and risk mitigation to be explicitly elaborated.
2. Develop institutional arrangements for the implementation of the project. This comprises overall responsibility for the preparation and signing of Memorandum of Understandings between involved stakeholders.
3. Describe the participative and the gender approach by which consensus among the village inhabitants on the project is achieved, starting from and taking up the results achieved by the consultants who elaborated the feasibility study in consultation with the villages; if necessary, consider additional input from the village population which helps empower the target groups (men and women equally) to actively participate and run their businesses.
4. Develop specific indicators together with the members of the association regarding: cost-recovery; improved qualification of beekeepers; quality and quantity of the products (pilot production); marketing of products(e.g. number of agreements with supermarkets/time period); income generation etc.
5. Elaborate monitoring plan (for the baseline against which the progress of the association will be measured) together with the target group.
6. Revise the business plan together with the target groups and adapt it, if necessary, together with them, according to new market information and information on capacities of the target groups.
7. Review the training package including training material as outlined in the project document and be responsible for conducting the training. The trainings should be participatory and include elements of "on-the-job-training". This includes a visit to another bee-keeping association.
8. Prepare in close consultation with line departments, research institutes and other stakeholders technical messages as listed in the proposal and distribute to target groups.
9. Provide advisory service in necessary professional fields of: project management, management of an association, commercialization, ecological counselling, production counselling including coping with diseases etc. to beneficiary households on an ad-hoc basis throughout the lifespan of the project and elaborate on follow-up measures to ensure projects' sustainability.
10. Ensure cash-flow to sub-contractors according to the project budget and be responsible for the procurement equipment as well as printing of leaf-lets, ect.
11. Presentation of an Inception Report to be discussed with the WWF office in charge before starting the implementation. The Inception Report shall entail a Risk Mitigation Strategy, it's implementation should be reflected in the interim quarterly and final reports.
12. Presentation of interim monthly reports (narrative only max. 2 pages) and quarterly (financial and narrative) reports during implementation and a final report at the end of the project. All reports must be presented in Georgian and English languages in both electronic and hard copy.

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

ANNEX 16

Draft Contract

Consulting Contract

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

“Establishment of Javakheti National Park in Georgia”,

BMZ No2003 65 429 ,

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

(herein referred to as the Employer),

on one hand,

and

Company XXXXXX_

,

(herein referred to as the Consultant),

on the other hand,

for Consulting Services for the Implementation of the Apiculture Development and Improving/Ensuring
Marketing of apiculture products in Javakheti National Park’s Support Zone.

CONTENT

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

Whereas

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

“Apiculture Development and Improving/Ensuring Marketing of apiculture products in Javakheti National Park’s Support Zone”

and

Whereas

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

NOW THEREFORE

the parties to this Contract hereby agree on the following:

ARTICLE 1 GENERAL PROVISION

1.1 Contract Language and Copies

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

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

1.2 Governing Law

This Contract shall be governed by the laws of Georgia.

1.3 Assignment

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

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

1.4 Assistance

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

1.5 Sub Contracts

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

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

1.6 Modification and Amendments

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

1.7 Entry into Force and validity of the Contract

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

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

1.8 Commencement of Services

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

1.9 Partial Invalidity

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

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

Article 2 PARTS OF THE CONTRACT

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

Article 3 Obligations of the Consultant

3.1 Standard of Service

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

3.2 Scope of Services

- a) The Services of the Consultant to be rendered to the Employer are to carry out services as an Implementation and Management Consultant for the Project “Apiculture Development and Improving/Ensuring Marketing of apiculture products in Javakheti National Park Support Zone”. The Consultant will be in charge of field implementation of the Project – in technical, administrative and financial matters. The Services pertain to the implementation of the following project components:
- Establishment of the Beekeepers’ Association;
 - Organization and implementation of trainings for beekeepers;
 - Provision of recommendations for api product processing and packaging technical equipment to the Beekeepers’ Association;
 - Empowering marketing potential of the api products;
 - Introduction of a three year business plan of Association operation.
- b) The Service shall fully comply with the Terms of Reference (refer to Annex 1) and with the respective content of the Consultant Technical Proposal (refer to Annex 2).
- c) The Consultant shall present inception report, also quarterly reports and the final report according to the ToR.

3.3 Time Schedule, Penalties

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

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

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

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

3.4 Reports and Information

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

3.5 Staff Assigned

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

3.6 Independence of the Consultant

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

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

Article 4 Obligation of the Employer

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

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

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

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

Article 5 Remuneration, Terms and Method of Payment

5.1 Remuneration

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

EUR _____ including VAT

In words :

“Contract Value”

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

5.2 Terms of Payment

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

5.3 Method of Payment

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

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

Article 6 Liability of the Consultant

6.1

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

6.2

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

Article 7 Acceptance of the Service

7.1

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

7.2

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

Article 8 Force Majeure

8.1

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

8.2

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

8.3

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

Article 9 Termination of Contract

9.1 Termination by the Employer

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

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

9.2 Termination by the Consultant

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

9.3 Consequences of Termination

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

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

Article 10 Special Provision

10.1 Confidential Treatment

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

10.2 Copyright

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

10.3 Reimbursements

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

Kreditanstalt für Wiederaufbau - Frankfurt am Main – Germany

Account Number: 56 000 000 00

Bank Code Number (BLZ) : 500 204 00

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

for account of:

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

10.3 Settlement of Disputes

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

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

For Employer:

World Wide Fund for Nature WWF Germany's

Branch in Georgia

TIN 205 282 978

11, Alexidze Street, Tbilisi, Georgia

Bank ID: ProCredit Bank, 220101922

Account: **GE19PC0133600100051491**

Phone: 223 75 03 (108)

Director: Nika Malazonia

LEPL Agency of Protected Areas of

Ministry of Environmet Protection of Georgia

6, Gulua Street, Tbilisi, Georgia

TIN 204 911 337

State Treasury

Treasury Code : 220101222

Phone: 275 23 52

Deputy Head: Lasha Moistsrapishvili

For Consultant:

Company XXXXXX

Annex 17

Model Advance Payment Bond

Letter by the Guarantor to the Purchaser

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

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

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

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

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

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

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

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

Kreditanstalt für Wiederaufbau - Frankfurt am Main – Germany

Account Number: 56 000 000 00

Bank Code Number (BLZ) : 500 204 00

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

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

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

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

.....
Place, date

.....
Guarantor