

# CONTRACT

Procurement plan ref. no LMDC/CS/IC/11

## Financial Management Consultant for Land Market Development Component

This CONTRACT (hereinafter called the “Contract”) is made the \_\_\_ day of the month of *March, 2016*, between, on the one hand, **LEPL National Agency of Public Registry of Georgia (NAPR)**, address: *2, st. Nikoloz/N. Chkheidze str, 0102 Tbilisi, Georgia* (hereinafter called the “Client”) and, on the other hand, **Tamar Avakimova**, ID# *01009020874*, address: *app.11, building 32, II block, Vazha-Pshavela Ave, Tbilisi, Georgia* (hereinafter called the “Consultant”).

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services** (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
- 2. Term** The Consultant shall perform the Services during the period commencing **25.03.2016** and continuing until **25.03.2017**, or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
  - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of **GEL 48,000 including taxes**. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits. Consultant is responsible for taxation. The payments made under the Contract consist of the Consultant’s remuneration as defined in sub-paragraph B below.
  - B. Remuneration

The Client shall pay the Consultant for Services rendered on monthly bases (based on an 8-hour day and 22 days in month), accordance with the rates agreed and specified in Annex B, “Cost Estimate of Services, List of Personnel and Schedule of Rates.”
  - D. Payment Conditions

Payment shall be made in *Georgian Lari*, no later than 30 days following submission by the Consultant and acceptance by the Client of Take-over Act and Invoice to the Coordinator designated in paragraph 4.

#### 4. **Project Administration**

##### A. Coordinator

The Client designates **Mr. Aleksandre Tevdoradze – Deputy Chairman of LEPL National Agency of Public Registry of Georgia** as Client’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

##### B. Records and Accounts

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

#### 5. **Performance Standard**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

#### 6. **Inspections and Auditing**

The Consultant shall permit the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation a determination of ineligibility) in accordance with prevailing Bank’s sanctions procedures.

#### 7. **Confidentiality**

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

#### 8. **Ownership of Material**


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

#### 9. **Consultant Not to be Engaged in Certain Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project.

- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage. Not Applicable
- 11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Georgia and the language of the Contract shall be English.
- 13. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- 14. Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
  - (b) If the Consultant becomes insolvent or bankrupt;
  - (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
  - (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.


FOR THE CLIENT




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Papuna Ugrekhelidze  
Chairman of LEPL National Agency of  
Public Registry of Georgia

FOR THE CONSULTANT




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Tamar Avakimova  
Consultant

## **LIST OF ANNEXES**

**Annex A:** Terms of Reference and Scope of Services

**Annex B:** Cost Estimate of Services, List of Personnel and Schedule of Rates

## **Annex A: Terms of Reference and Scope of Services**

### **Assistant to Procurement Consultant**

#### **I. Project Background**

The Irrigation and Land Market Development Project (ILMDP) (US\$50 million) is financed by the World Bank. The project development objective is to improve delivery of irrigation and drainage services in selected areas and to develop improved policies and procedures as a basis for national program of land registration.

The project consists of the two components: Component 1 Irrigation and Drainage Improvement (US\$45.65 million) Component 2 Land Market Development (US\$2.25 million) and Project Management (US\$2.1 million). Component 1 is implemented by the Ministry of Agriculture through the Project Planning and Monitoring Division (PPMD). Component 2 is implemented by the Ministry of Justice through the National Agency for Public Registry.

The Land Market Development component of the project will support: (i) the development of a strategy, action plan and guidelines for the pilot phase of a land registration program; (ii) pilot registration in selected locations to test and adapt policies and guidelines; and (iii) the design and implementation of a system for monitoring land registration and measuring its economic impact.

#### **II. Tasks and Responsibilities**

Financial Manager is responsible for undertake financial management and disbursement in accordance with requirements of the Government of Georgia and the World Bank.

- Maintaining the project accounting system;
- Preparing Interim Un-audited Financial Reports in time and manner indicated in the Loan Agreement(s);
- Maintaining project records and accounts. Ensure that all project accounts are maintained in accordance with the World Bank regulations for auditing by independent international auditors;
- Maintaining written procedures for future operation of the project accounting system;
- Performing project administrative duties as required to ensure that all contract files and procurement actions are complete and accurately reflect the financial status of each contract;
- Maintaining procedures for collecting, checking and preparing documentation required for verifying Supplier's invoices. Record payment documentation and payments to Suppliers. Ensure that all payments are made in accordance with World Bank Guidelines;
- Preparing invoices for payment by verifying the invoice against contract terms and conditions;
- Making post payments to Supplier's contract and compare against contract ceiling values;

- Assisting the Procurement Unit in the preparation of all contract amendment documents (taking into consideration the thresholds given in the Loan Agreement(s)) for the procurement of additional goods, works and services;
- Carrying out all other administrative duties as required to ensure the timely implementation of project financial schedules;
- Utilising the staff of Financial Unit for the purposes of execution of the above tasks;
- Designing and developing Financial management System (FMS);
- Managing the Project Designated Accounts;
- Developing and maintaining financial planning and accounting system, including selection of an appropriate accounting software;
- As a bid selection committees member participates in all selection procedures for the bids conducted for procurement of goods, works and services procured under the Project;
- Making timely payments to suppliers, contractors and consultants as specified in contracts;
- Preparing withdrawal applications for drawing funds from grant accounts;
- Overseeing management of project accounts and withdrawal applications;
- Reviewing and approving all requests for payment resulting under project activities;
- Keeping up-to-date and accurate project accounts.

Ensure that the project is audited annually in accordance with requirements of the Government of Georgia and World Bank and cooperate fully with the auditor in respect of the same.

- Initiate a tender according to WB Guidelines to choose audit services acceptable for the donor;
- In cooperation with LMD project procurement staff ensure that there is proper contract with auditors timely in the place and provides all necessary assistance to the auditor.

### **III. Reporting**

Provide timely financial reports (except the audit reports) in accordance with the requirements of the Government of Georgia and the World Bank and as requested by the Component Manager.

### **IV. Duration**

The Financial Manager will be contracted for a full-time assignment, 1 year renewable based, until the end of the Land Market Development Component. Extensions will be possible based on the satisfactory performance.

**ANNEX B**

## Cost Estimate of Services, List of Personnel and Schedule of Rates

(1) Remuneration

| Name            | Monthly Rate<br>(GEL) | Number of<br>Months | Total<br>(GEL) |
|-----------------|-----------------------|---------------------|----------------|
| Tamar Avakimova | 4,000                 | 12                  | 48,000         |

The total contract cost including taxes – GEL 48,000. Out of which GEL 9,600 is Income Tax.