
CONTRACT FOR CONSULTING SERVICES

Small Assignments
Time-Based Payments

Emergency COVID-19 Response Project

Loan No: 9113-GE

Project No – P173911

Interpreter

**Ministry of Internally Displaced Persons from Occupied Territories, Labour, Health and
Social affairs of Georgia,**

And

Lela Dzidziguri

**CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
TIME-BASED PAYMENTS
(IBRD FINANCED)**

CONTRACT NO. Covid19/CS/INDV-07

THIS CONTRACT ("Contract") is entered into **27th of the month of July, 2020**, by and between

Ministry of Internally Displaced Persons from Occupied Territories, Labour, Health and Social affairs of Georgia, ("**the Client**"), having its principal office at 144, AK. Tsereteli ave., Tbilisi, Georgia, and **Lela Dzidziguri** ("**the Consultant**") having its principal place located at Didi Dighomi, III district, block 12, Tbilisi Georgia

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall perform the Services specified in Annex A, "Terms of Reference" which is made an integral part of this Contract ("the Services").
- (ii) The Consultant's cost to perform the Services is specified in Annex B "Cost Estimate of Services, and Schedule of Rates".

2. Term

The Consultant shall perform the Services during the period commencing **27 July, 2020 and** continuing through **27 October, 2020** 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 **3000 GEL (Three thousand Gel)** Georgian Lari. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant in accordance with Georgian legislation. The payments made under the Contract consist of the Consultant's remuneration for services, as defined in Annex B below.

B. Remuneration

The Client shall pay the Consultant for Services rendered a Monthly Salary in accordance with the rates agreed and specified in Annex B, "Cost Estimate of Services and Schedule of Rates." The Client shall withhold Income tax and all other mandatory taxes and contributions

as applicable under Georgian law.

C. Reimbursable

D. Payment Conditions

Payment shall be made in GEL within 15 calendar days after submission of original Delivery Acceptance Act to the Financial Management Specialist.” Delivery Acceptance Act will be approved by the Project Manager prior to payment of any remuneration.

Payments shall be made to Consultant’s bank account:

Bank’s name: TBS Bank

Bank Code : TBCBGE22

Name of Recipient: Lela Dzidziguri

Account Number: GE91TB7392145061100010

4. Project Administration

A. Coordinator

The Client designates **Tamar Gabunia**, Deputy Minister - 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. Financial Manager

The Client designates Financial Manager’s Representative; the Financial Manager’s Representative will be responsible for the coordination of financial part of this Contract, including payments.

5. Performance Standard

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

The consultant will be liable for the damage caused to the client in accordance with the current legislation of Georgia, due to the breach of the present contract obligations”.

6. Inspections and Auditing

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

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. Conflict of Interests	9.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
a. Consultant Not to Benefit from Commissions, Discounts, etc.	9.1.1 The payment to the Consultant pursuant to the Contract shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause 9.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultant, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment. 9.1.2 Furthermore, if the Consultant as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
b. Consultant and Affiliates Not to be Engaged in Certain Activities	9.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, will not be disqualified from providing goods, works or services resulting from or directly related to the Consultant's Services for the preparation or implementation of the Project.
c. Prohibition of Conflicting Activities	9.1.4 The Consultant shall not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract
d. Strict Duty to Disclose Conflicting Activities	9.1.5 The Consultant has an obligation to disclose any situation of actual or potential conflict that impact their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
10. Insurance	The Consultant will be responsible for taking out any appropriate insurance coverage.
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 ⁴ English and Georgian.

⁴ The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language.

13. Dispute Resolution⁵

14. Termination

15. Corruption and Fraudulent Practices

In case of discrepancy in interpretation, the English version shall prevail.

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication in accordance with the laws of the Client's country.

The Client may terminate this Contract with at least three weeks 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, within any further period as the Client unilaterally 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.

(e) Consultant may terminate this Agreement upon three weeks prior written notice thereof to Client for any reason.

15.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1 to the Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by gm. J. J. J. J.

Title: _____

Title: Interpreter

⁵ In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

"Fraud and Corruption

1.23 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation²;
- (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;
- (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;

¹ For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

² For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

³ For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁵, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁶ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁵ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

⁶ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

LIST OF ANNEXES

Annex A: Terms of Reference

Annex B: Cost Estimate of Services and Schedule of Rates

ANNEX A - TERMS OF REFERENCE

Interpreter

UNDER THE PROJECT IMPLEMENTATION UNIT (PIU)

Emergency COVID-19 Response Project

I. BACKGROUND

An outbreak of COVID-19 caused by the 2019 novel COVID-19 (SARS-CoV-2) has been spreading rapidly across the world since December 2019. To mitigate COVID-19, the Government of Georgia has taken early steps. A state of emergency was declared on March 21, 2020, to counter the global coronavirus pandemic. The first cases of COVID-19 in Georgia were confirmed on February 26, 2020.

Georgia has been a successful case in COVID-19 response across the World Health Organization (WHO) European Region, however in order to maintain the current success it requires additional substantial financial support from various donors. The World Bank (WB) together with the Asian Infrastructure and Investment Bank (AIIB) prepared the Georgia Emergency COVID-19 Response Project (hereinafter, the Project) with overall objective to prevent, detect, and respond to the threat posed by the COVID-19 pandemic and strengthen national systems for public health preparedness in Georgia. The Project has been prepared under the global framework of the WB COVID – 19 Response.

II. SPECIFIC BACKGROUND

The Project components are as follows:

Component 1: Emergency COVID-19 Response. This component will strengthen public health laboratories and epidemiological capacity for early detection and confirmation of cases. This component will also help to strengthen the health system preparedness, improve the quality of medical care provided to COVID-19 patients, and minimize the risks for health personnel and patients.

Component 2: Enabling Health Measures to Contain the COVID-19 Outbreak through Temporary Income Support for Poor Households and Vulnerable Individuals. Component 2 complements the support provided under Component 1 by introducing mitigation measures in the form of financial support for poor and vulnerable households to enable them to comply with social distancing and COVID-19 containment measures and lockdown orders.

Component 3: Project Management and Monitoring. This component will support overall Project implementation.

The designated implementing agency for the Project is the Ministry of IDPs from the Occupied Territories, Labor, Health and Social Affairs (MoILHSA), which is formally accountable for the health of the population, oversight of the health system, and the quality of health services, as well as for managing the social protection and employment programs. The MoILHSA will be responsible for the fiduciary and technical aspects, as well as the operational implementation, of the Project, in close coordination with the Ministry of Finance.

A Project Implementation Unit (PIU) will be established under the MoILHSA. The PIU will be led and coordinated by the MoILHSA. Deputy Minister will be responsible for the overall supervision of the Project implementation.

MoILHSA seeks consultant services for Interpreter under the PIU to perform tasks laid out in the present TOR.

III. SPECIFIC TASKS

Interpreter shall be responsible for:

Translate written translation and submit translation in word processed documents;

- Translate documents from English to Georgian and vice versa;
- Provide high quality translation of documents;

- Ensure accuracy of terms and terminology used in the documents;
- Ensure translation is written with style, correct grammar and spelling
- Complete the work within the agreed timeline and submit the final translation in both soft.

IV. REPORTING OBLIGATIONS

The Interpreter reports to the Project Manager.

V. DELIVERABLES and PAYMENT METHOD

Standard translation counts at least 2000 characters without space to be one page completed, at least 20 Pages in per week.

A high quality English/Georgian/English translation will be delivered by assigned timeline.

Standard method of payment is the output-based lump-sum scheme made upon completion of assigned tasks/deliverables.

Payment will be made in Georgian currency.

The rate per page paid shall be inclusive of all taxes etc.

VI. EXPERIENCE AND QUALIFICATIONS OF CONSULTANT

The Consultant shall have the following experience and qualifications:

- University-level degree in Linguistics, Economics, Social Science, Business or related areas;
- At least 5 (five) years of practical experience as an Interpreter;
- Demonstrated good understanding of technical terms used in areas of Health development, socioeconomic aspects, statistics and environmental;
- Proven skills in translation and interpretation from and into English and vice versa;
- Excellent verbal and written communication skills in Georgian and English;
- Proficiency in standard and specialized desktop computer application.
- Ability to work independently;

VII. DURATION OF ASSIGNMENT

This is a **three month** assignment starting **on July 27, 2020**. Subject to satisfactory performance as well as operational needs of the Project, the contract can be extended.

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

ANNEX B - COST ESTIMATE OF SERVICES AND SCHEDULE OF RATES

(1) Remuneration

Name	Unit rate for one page (at least 2000 character) (Remuneration excluding taxes in GEL)	Time spent (number of months)	Maximum total amount (including taxes in GEL)
Interpreter	15 Gel	3 working month	3 000 GEL

TOTAL COST: GEL