

Contract for a Short-term Assignment

Cost Centre: 7041520

Project ID: EMENA-MDA17GIZ4046

between

GFA Consulting Group GmbH
Eulenkrogstraße 82
D-22359 Hamburg

VAT Identification No: DE118655931

(hereinafter called "GFA")

and

Mihail Lupu
(hereinafter called "short-term expert")

Address: 9/3 Cornului Street, ap.32, Chisinau, Republic of Moldova

STE Mission Title and Approval Number: Tender dossier for the 10 WSS and 8 EE construction - 81

§ 1

Description of Services

The expert will work for GFA as an independent national senior short term expert for energy efficiency in the GIZ project "Modernization of local public services" in Moldova. The detailed Terms of Reference can be found in Annex 2.

§ 2

Duration of Assignment and Termination

- (1) The short-term expert's assignment is scheduled for the period from 1 September to 31 December 2019 for a total up to 1.133 expert months which equals 25 working days. At the end of this assignment period the contractual relationship ends without any prior notice of termination being required.
- (2) Evidence of the assignment's duration is presented in the form of signed expert time sheets according to the specifications of the donor/client of GFA (Annex 6).
- (3) If the project implementation agreement which forms the basis for the short-term expert's assignment is terminated, GFA has the right to end the contractual relationship with the expert with immediate effect.

- (4) The contractual relationship may be terminated at any given time without prior notice for good cause. A good cause exists in particular if GFA's donor or the institution financing the project demands from GFA the immediate dismissal of the short-term expert for reasons for which the expert is liable.
- (5) A termination of the contractual relationship by GFA without prior notice is inter alia justified if the expert is not in the proper state of health, or does not possess the proper professional, language or personal skills.
- (6) Basically, the short-term expert is only entitled to remuneration for his services as well as to the daily allowances/hotel expenses settled by contract and per diems, if he can provide evidence of the hours worked according to the specifications of GFA's client in the form of signed expert time sheets. Hence, there is no right to remuneration in the case of the expert being ill or in the case of any other absenteeism.

§ 3 Reports

The following report(s) is/are to be drawn up within the scope of the assignment:

Reports with deadlines:

No.	Work result description	Deadlines	Formats	Language
1	Participation in a briefing session before starting the mission with participation at RDAs,	02.09	Doc, xls, verbal	Romanian
2	Support to RDA in elaboration of the tender dossier per each project: 10 in WSS and 8 in EE sectors	30.09	Doc, jpg	Romanian
3	Elaboration of the Evaluation Guide, including evaluation report template	30.09	Doc, jpg	Romanian
4	Conducting of 6 working session in each RDAs (2 per RDA). One at the beginning and one at the end of mission in close cooperation with GIZ advisors on project implementation;	15.09 15.11	Doc, jpg	Romanian
5	Conducting 4 training at the national level	15.10	Doc, jpg	Romanian
6	Elaborate report with recommendations in regard to prepared tender dossiers and evaluation guide;	30.10	Doc, jpg	Romanian English
7	Assist RDAs in the process of upcoming tenders process and other challenges appears related to the tender dossiers	20.11	Doc, jpg	Romanian
<p>The service provider is bears full responsibility for the quality of the deliverables presented;</p> <p>The expert is responsible for the final work results. In case of some disputes about the content of the work results, which can appear by handing over the</p>				

No.	Work result description	Deadlines	Formats	Language
	<p>final work results to the final beneficiaries, the expert is responsible to clarify all the issues free of charge and to explain the methodology used for preparation of the work result;</p> <p>The approval of the final work result has to be done by the Head of IA. The approval is done based on the general knowledge about the topic. All the approvals of the final work result have to be coordinated with the project partners</p>			

Assignment Report in English

Any reports must be prepared using the document templates provided by GFA Consulting Group. The report structure is to be agreed with GFA unless otherwise stipulated. In addition, the provisions of the terms of reference apply.

Moreover, GFA reserves the right to request the short-term expert to deliver a verbal report in person following his return from the project location.

§ 4 Payments

(1) For the implementation of this assignment, the short-term expert will receive a fee to the amount of € 2,640 per expert month (in words: two thousand six hundred forty €) equals a fee of € 120 per working day plus German VAT, if the fee is subject to value-added tax under German law. Only days will be reimbursed for which timesheets, duly signed and approved by GIZ MLPS and the Team Leader, have been submitted to the project coordinator.

(2) Payments by GFA are made as follows:

Monthly Payment on presentation of invoice and signed time sheet: written delivery and acceptance of a report (after 20 working days) and work results as defined in the ToR and time sheet required by GFA according to the conditions of this contract and the annexes.

Furthermore, submission of all signed personnel timesheets (if necessary, for all team members) as well as of all original receipts and documents in accordance with the provisions of this contract and its annexes is necessary for invoice payment. In particular, flight tickets or ETIX and boarding passes as well as original flight ticket bills must be attached.

(3) Invoices are to be submitted according to the sample invoice (see Annex 3) in compliance with the applicable legal provisions. The final invoice must be submitted within 30 days after completion of the assignment. The invoice must be made out in Euro.

(4) In general, each invoice must state a period of performance (see sample invoice).

The invoice must be sent to GFA in original form if original vouchers according to art. 5, para. 2 are part of the invoice.

For invoices sent via electronic mail the e-mail address GFA-invoice@gfa-group.de must be used at all times.

Please do not send duplicates to other GFA addresses and please send only one invoice per e-mail.

- (5) The fee for the implementation of this assignment is to be reduced pro rata temporis (p.r.t.), if the time allowed for the assignment is shortened.
- (6) The remuneration (payments, per diems, travel expenses, daily allowance, overnight accommodation) shall be transferred to a single account to be named by the short-term expert. Bank charges for transit and receipt are debited to the short-term expert.
- (7) The agreed-on remuneration must be claimed in writing within **three months** after the end of the assignment, otherwise it is forfeited.
- (8) The currency conversion shall be made on the basis of www.oanda.de where exchange rates are set.

§ 5

Coverage of travel expenses and local costs related to the assignment

If required as part of the assignment, transport as well as arrangements for overnight accommodation in relation to the assignment or parts thereof will be covered by the GIZ project "Modernisation of local public services in Moldova". GFA is not responsible for any claims related to these cases. All related planning will be closely coordinated by the GFA team together with the GIZ project.

§ 6

Insurances

The expert is engaged as an independent consultant and agrees to undertake, as required by the contracting authority of GFA, the following insurances with effect no later than from the date of entry of force of the contract: health insurance, accident insurance, personal liability insurance.

Upon request, the relevant insurance policies are to be submitted to GFA. The costs for these insurances are deemed compensated for by the remuneration stipulated in article 4 of the present contract.

§ 7

Special Duties, Obligation of Secrecy, Copyright

- (1) The short-term expert shall always treat as secret and not disclose to a third party any trade and company secret as well as any business matter obviously confidential or declared as confidential by GFA. This duty to secrecy continues beyond the termination of the present contract.

- (2) The short-term expert undertakes not to make copies of any business documents or information or to remove any business documents from the company offices other than for legitimate business purposes.
- (3) All plans, drawings, reports, other documents and software created by the short-term expert under this contract shall become and remain property of GFA. All rights are reserved to GFA. If the short-term expert creates works which are protected by copyright, the short-term expert shall transfer to GFA the exclusive, unlimited right of use, including the right of revision, publication, and further use. GFA is entitled to transfer these rights to third parties. Possible monetary claims resulting hereof are compensated for by the agreed remuneration.
- (4) Publications relating to the project or the activities of the short-term expert in connection with the project require - also after the termination of the contractual relationship - explicit written prior approval by GFA.

§ 8 Data Protection Consent

The short-term expert gives his/her consent for personal data to be stored, processed and used by GFA. GFA will only process or use personal data to the extent required in the context of the project to which the short-term expert is assigned and/or future possibilities of collaboration. Personal data include in particular name, address, scope of work, qualification, region and type of assignment, assessment of results, as well as all contracts and contract conditions concluded with the short-term expert.

§ 9 Arbitration Clause

Difference of opinion shall be resolved, as far as possible, in an amicable fashion in the best interest of the Contracting Parties.

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with the said Rules.

- The place of arbitration is Hamburg, Germany.
- The substantive law of Germany is applicable to the dispute.
- The language of the arbitral proceedings is English.

§ 10 Annexes to the Contract

The following Annexes form an integral part of this Contract:

- Annex 1: Statement of Confidentiality and Integrity
- Annex 2: Terms of Reference
- Annex 3: General Conditions

- Annex 4: Sample invoice
- Annex 5: Checklist for completeness of invoices
- Annex 6: Sample time sheet

§ 11
Final Provisions

- (1) This contract contains all agreements between the parties and supersedes all prior agreements entered into force.
- (2) No amendment or modification of this agreement shall be valid unless made in writing. This also applies to the modification of this clause. Individual agreements remain unaffected by the above.
- (3) If any provision contained in this contract is or becomes invalid, the validity of this contract shall not be affected. The contracting parties shall in this case try to replace the invalid provision by a legally valid provision which is as close as possible to the originally agreed purpose. The same applies in the case of a gap requiring regulation.

Hamburg, 22 August 2019

GFA Consulting Group GmbH

Guinka Kapitanova	Mihail Roscovan	MIHAIL LUPU
International Team Leader	National Team Leader	Short-term expert

STATEMENT OF CONFIDENTIALITY AND INTEGRITY

In signing this agreement, the expert declares his consent that through his cooperation in the tender procedure in the scope of the STE mission, he is himself excluded from any participation in the tendered project and that he is not allowed to apply directly for this project neither as an expert (private person), nor through his own company or any other company.

The expert declares, as witnessed by his signature, that he will not promise, offer or grant, in the course of business, directly or indirectly an advantage of any kind to a public servant or a third party in order to obtain an undue advantage or service of any kind.

In addition, the expert must inform GFA as contractor immediately if he is requested by a public servant or a third party to give or receive an undue advantage of any kind.

The expert undertakes to treat all sensitive information that he becomes aware of directly or indirectly as strictly confidential and undertakes not to disclose this information without prior written consent to a third unauthorized party; to not forward it or make it accessible in any other way. He commits to undertake appropriate precautionary measures for the protection of all sensitive information.

Sensitive information will only be shared with authorized persons which need to access it in the scope of their activities in order to fulfill the purpose of this agreement.

The expert ensures that all authorized persons from his sphere who receive such sensitive information are informed of the scope and content of this agreement and adhere to its provisions.

The expert undertakes to use all information he becomes aware of solely for the purpose of this agreement.

The expert agrees for a copy of this agreement to be forwarded to GIZ

MIHAIL LUPU

Short-term expert

**Terms of Reference for a short-term consultancy of the GIZ-project
“Modernisation of Local Public Services in the Republic of Moldova”**

- **Provide Tender dossier for the 10 WSS and 8 EE projects to be implemented from EU support in three Development Regions also provide trainings and support for key institutions involved in the procurement proc -**

ToR ident: 81

PN:14.2267.4-008

Operational Plan milestone (relevant only for activities covered from BMZ and Sida funds):

Sector information

General

The project is inherently related to the state of affairs with regard to regional development as well as to the situation in the two priority sectors WSS and EE. Each of the sectors will be discussed below

Specific

Regional Development

The legal basis for regional development is defined by Law and intends to reduce the imbalances in socio-economic development levels between regions and within them and support local public authorities (LPAs) and communities in developing the localities and coordinating action between national, sectorial, regional development strategies and programs. The importance of regional development is recognized in various key policy documents (e.g. the National Development Strategy 2008-2011).

For this purpose, the Government of Moldova created the Ministry for Regional Development and Construction (MRDC) in 2009 (now MARDE), the National Coordination Council for Regional Development (NCCRD), three Regional Development Councils (RDCs) and three Regional Development Agencies (RDAs) under these auspices. The RDAs are the executive bodies at the regional level responsible for developing the Regional Development Strategies and Regional Sector Plans, which reflect the socio-economic development priorities of the LPAs. They are also responsible for facilitating sector investments and promoting inter-municipal cooperation.

The Regional Development Strategies for the period 2016-2020 have been developed by RDAs of the Development Regions North, Centre and South and have been approved by the respective RDCs. The Regional Development Strategies encompass various sectors including also Water Supply and Sanitation (WSS) as well as Energy Efficiency (EE) of public building as an emerging theme.

Water Supply and Sanitation (WSS)

The WSS sector is characterized by underdeveloped and technically obsolete physical infrastructure, weak operational capacity, fragmented water utility companies and institutional overlapping responsibilities in the sector. These bottlenecks lead to frequent interruption of WSS, inadequate water quality and a general lack of coverage in rural areas.

The national WSS Strategy 2014-2028 provides the policy framework for the WSS sector. It further stipulates the objective to improve the efficiency. While the legal framework has been significantly strengthened, a further alignment with EU standards (e.g. in the area of monitoring of drinking water and water compliance checking systems) is necessary.

Energy Efficiency of Public Buildings

A large number of public buildings, in particular in rural areas, are in poor condition with regard to energy efficiency. Against the background of Moldova's vulnerability in terms of energy security and its high level of energy intensity, EE has been identified as a key element of reform in the National Development Strategy Moldova 2020. In line with the Energy Community Treaty, increasing EE by introducing an energy reduction goal of 10% in the building sector (base year 2009) is defined as one of seven development priorities of the Republic of Moldova. The Ministry of Economy and Infrastructure (MEI) constitutes the competent institution in the sector. The recent years have seen progress in the enforcement of EE in building laws with the Energy Efficiency Agency and the Energy Efficiency Fund contributing to the creation of prerequisites for improving EE and energy performance of buildings and the financing of relevant projects.

In line with the above described activities MLPS has identified 10 WSS und 8 EE projects priority measures distributed across Moldova. The project prepared the technical design theme for each of the identified project. The technical design theme shall server as basis for the contacting and development of design and tender documents. The design companies will use them as reference for their work.

Scope of work, key tasks and activities of the expert (team)

Scope of work

In June 2017 GIZ/MLPS signed a contract with EU Delegation to implement a set of investments measures in two selected sectors WSS and EE. As a result of regional planning and programming the EU/MLPS and MARDE selected 18 projects (10 projects in WSS and 8 projects in EE) to be implemented with financial support from EU. According to the EU requirements, the procurement procedure will be organised using GIZ Procurement Regulations based on the EU Practical Guide in public procurement. MLPS also develop and approved an implementation manual including the public procurement procedures that will be used by Regional Development Agencies (RDAs) as contracting authorities.

Following the new procurement procedures RDAs created the public procurement working groups for each sector with participation of stakeholders that represents all procurement lots included in the tender dossier. It is foreseen that the RDAs will publish the tender announcement for all projects starting with October 2019.

Under these ToR it is requested that a pool of experts will develop the tender dossier for the 10 WSS and 8 EE projects – three international, three national experts in WSS and three national experts in EE.

The pool of experts will include 1 international and 2 national experts (1 WSS and 1 EE) team per each region. The team of experts will elaborate the tender dossier per each project in WSS and per each in EE sector.

The team of experts will take the bases the current GIZ Regulations based on EU PRAG and MLPS Implementation Manual.

Additionally, the RDA North, Centre and South will delegate two specialist per/RDA (1 specialist in procurement and 1 specialist in construction) which will work close to the experts on elaboration of the procurement dossier per each project.

Key tasks and activities

Implementation of the assignment and contact persons

The following distribution of tasks between the experts included into the team is assumed:

Senior International experts' responsibilities/tasks:

- Participation in a briefing before start the mission with participation of RDAs, MARDE, LPAs and GIZ.
- Elaboration of the tender dossier per each project in WSS and EE sector /per region;
- Elaboration of Evaluation guide including evaluation report template commune for all three regions;
- Conducting of 6 working session in each RDAs (2 per RDA). One at the beginning and one at the end of mission in close cooperation with GIZ advisors on project implementation;
- Conduct 4 trainings at the national level:
 - 1 training for the members of Procurement Working Group representatives of RDAs, LPAs, MARDE, NGOs and GIZ for EE projects;
 - 1 training for the evaluation experts for EE projects;
 - 1 training for the members of Procurement Working Group representatives of RDAs, LPAs, MARDE, NGOs and GIZ for WSS projects;
 - 1 training for the bidder evaluation experts for WSS projects;
- Elaborate report with recommendations in regard to prepared tender dossiers and evaluation guide;
- Assist RDAs in the process of upcoming tenders process and other challenges appears related to the tender dossiers.

Senior National experts' responsibilities/tasks:

- Participation in a briefing before start the mission with participation of RDAs, MARDE, LPAs and GIZ.
- Elaboration of the tender dossier per each project: 10 in WSS and 8 in EE sector;
- Elaboration of one Evaluation Guide including evaluation report template commune for all three regions;
- Conducting of 6 working session in each RDAs (2 per RDA). One at the beginning and one at the end of mission in close cooperation with GIZ advisors on project implementation;
- Conducting 4 trainings at the national level:
 - 1 training for the members of Procurement Working Group representatives of RDAs, LPAs, MARDE, NGOs and GIZ for EE projects;
 - 1 training for the bidder evaluation experts for EE projects;
 - 1 training for the members of Procurement Working Group representatives of RDAs, LPAs, MARDE, NGOs and GIZ for WSS projects;

- 1 training for the bidder evaluation experts for WSS projects;
Elaborate report with recommendations in regard to prepared tender dossiers and evaluation guide;
Assist RDAs in the process of upcoming tenders process and other challenges appears related to the tender dossiers.

Result description, formats and language

No.	Work result description	Deadlines	Formats	Language
1	Participation in a briefing session before starting the mission with participation at RDAs,	02.09	Doc, xls, verbal	Romanian
2	Support to RDA in elaboration of the tender dossier per each project: 10 in WSS and 8 in EE sectors	30.09	Doc, jpg	Romanian
3	Elaboration of the Evaluation Guide, including evaluation report template	30.09	Doc, jpg	Romanian
4	Conducting of 6 working session in each RDAs (2 per RDA). One at the beginning and one at the end of mission in close cooperation with GIZ advisors on project implementation;	15.09 15.11	Doc, jpg	Romanian
5	Conducting 4 training at the national level	15.10	Doc, jpg	Romanian
6	Elaborate report with recommendations in regard to prepared tender dossiers and evaluation guide;	30.10	Doc, jpg	Romanian English
7	Assist RDAs in the process of upcoming tenders process and other challenges appears related to the tender dossiers	20.11	Doc, jpg	Romanian
<p>The service provider is bears full responsibility for the quality of the deliverables presented;</p> <p>The expert is responsible for the final work results. In case of some disputes about the content of the work results, which can appear by handing over the final work results to the final beneficiaries, the expert is responsible to clarify all the issues free of charge and to explain the methodology used for preparation of the work result;</p> <p>The approval of the final work result has to be done by the Head of IA. The approval is done based on the general knowledge about the topic. All the approvals of the final work result have to be coordinated with the project partners</p>				

Additional organisational conditions

Style templates for work results	<ul style="list-style-type: none"> The Consultant has to make use of the project's style templates for Word documents (only main report) and PowerPoint presentations. Both templates will be handed
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	over to the expert upon start of the assignment.
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Time frame and acceptance procedures

Indicative start of the assignment	<ul style="list-style-type: none"> ○ September 2019
Indicative end of the assignment	<ul style="list-style-type: none"> ○ December 2019 (possibly re-scheduled in the course of the assignment)
<p>Handover of draft work results by the expert</p> <p>by e-mail by e-mail to the GIZ advisor</p> <p>copy to the GFA International TL Ginka Kapitanova and National TL Mihai Roscovan</p>	
Comments on draft work results by the MLPS advisors and beneficiaries, copy to and MLPS management	<ul style="list-style-type: none"> ○ Comments on the draft work results shall be provided to experts by MLPS Advisors and shall compile the comments received by the beneficiaries and Local Project Manager; ○ Comments on draft work results by the beneficiaries shall be included in the minutes of the working meeting when the draft documents are presented and/or send by e-mail to the expert within two weeks after receiving/presenting for discussion of the draft work results. The minutes will be prepared by MLPS/GIZ Advisor responsible for coordination of the TOR implementation; ○ if no comment is received within four weeks after receiving of the draft work results this period, the draft work result is deemed to be final and accepted by GIZ.
Handover of final work results by the expert	<ul style="list-style-type: none"> ○ Within four weeks after receiving the comments from the GIZ Advisors (by e-mail to the GIZ Advisors, copy to the GFA International TL, GFA National TL and GFA Project Coordinator)
Approval of final work results by the GIZ advisor	<ul style="list-style-type: none"> ○ Immediately after receiving the final work results from the expert and acceptance message from MLPS Advisor (by e-mail to the expert, copy to the GFA International TL, GFA National TL and GFA Project Coordinator)

Budget for the assignment

The approved GIZ expert-month budget for this assignment is as follow:

Expert category	Working days up to		Expert-months up to		
	MD	HO	MD	HO	TOTAL
International Senior STE	15	10	0.667	0.467	1.133
International Senior STE	15	10	0.667	0.467	1.133
International Senior STE	15	10	0.667	0.467	1.133
National Senior STE WSS	25		1.133	0.000	1.133
National Senior STE WSS	25		1.133	0.000	1.133
National Senior STE WSS	25		1.133	0.000	1.133
National Senior STE EE	25		1.133	0.000	1.133
National Senior STE EE	25		1.133	0.000	1.133
National Senior STE EE	25		1.133	0.000	1.133
TOTAL	195	30	8.800	1.400	10.200

Institutional arrangements

The Experts are under direct supervision of the GFA International and National Team Leader and will work in close cooperation with the GIZ programme team and other stakeholders to deliver the ToR results.

Expert's Profile

Qualification

Master's Degree or academic equivalent in the field of Engineering, Finance, Law, Public Administration or any related relevant discipline;

Technical experience in water supply and sanitation and energy efficiency sector projects.

Competencies

Proven analytical capacity and strategic thinking;

Excellent interpersonal and supervisory skills;

Resourcefulness, initiative, and maturity of judgment;

Excellent communications, organizational and management skills in a complex multi-stakeholder environment;

Ability to handle effectively multiple tasks without compromising quality, team spirit and positive working relations.

Strong results orientation;

Flexible and responsive with a client-oriented approach.



General Experience

Proven track record in providing evaluation of bids or elaboration of the tender dossiers: at least 3 evaluations for national experts and at least 5 evaluations for international experts.

Experience as an independent observer in EU PraG public procurements for the international experts is an asset.;

Good knowledge of the public procurement legal framework according to the EU PraG and Public Procurement EU Directives;

Good understanding of public administration & public investment sector.

Specific Professional Experience

To know the technical aspects of water supply and sanitation sector, to understand the technical quality of proposed materials and solutions and analyse them within regard to the tender documentation specifications.

Experience in WSS and EE tender evolution.

Language

Senior International STE - Fluency in English is required/ Knowledge of Romanian and/or Russian would be an advantage.

Principal contact persons

Intervention Area 3	
Responsible GIZ MLPS advisor for approval of final work results	Dietrich Hahn Senior International Advisor, Head IA 3 (dietrich.hahn@giz.de)
Responsible GIZ MLPS advisor for TOR coordination	direct counterpart of the consultant: Alexandru Boesu (alexandru.boesu@giz.de)- for Northern Region; Grigore Cernenchi (grigore.cernenchi@giz.de)- for Centre Region; Victor Bufteac (victor.bufteac@giz.de)- for South Region
GFA International TL	Ms Ginka Kapitanova (ginka.kapitanova@gfa-group.de)
GFA National TL	Mr Mihai Roscovan (mihai.roscovan@gfa-group.de)
GFA Project Coordinator	Mr Tobias Tschappe (Tobias.Tschappe@gfa-group.de)
GFA Office Manager	Ms Tatiana Galitchi (tatiana.galitchi@gfa-group.de)

General conditions for the assignment of short-term experts by GFA Consulting Group GmbH (hereinafter referred to as “GFA”)

1.) Protection of the experts

By signing this contract, the short-term expert confirms that he is in a state of health which meets the requirements for working at the project in the country of assignment. Furthermore, the short-term expert confirms that all medical examinations and vaccinations required for his assignment to the project have been completed and that he has been provided with any necessary medication. The costs herewith incurred are covered by the fee agreed upon.

Current information on travel and health can be requested from the British Foreign Office website. <http://www.fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country/>

GFA disclaims any liability for the consequences of damage to property, illness, personal injury or death of the short-term expert.

2.) Complying with regulations in the country of assignment

The short-term expert is under the obligation to adhere to the currently valid regulations concerning the crossing of borders and to all other regulations of the country of assignment.

In case of crisis, the expert is under obligation to adhere to the instructions of GFA, the client or the institutions and persons representing the client, as well as to abide by the directives of the responsible Embassy.

3.) Working hours

For assignments abroad, the working hours conform to project requirements and to the customary conditions in the respective country.

4.) Secondary activities

The short-term expert is not permitted to pursue any external interests while carrying out work for the project. Any additional occupation of the short-term expert in the country of assignment, even unpaid employment, requires a prior approval by GFA in writing.

An invoice made out to GFA in the context of this contract for a day of specialist consultancy services, or for a travel day, may not be invoiced simultaneously to any other commissioning party.

5.) Confidentiality and Utterance vis-à-vis Third Parties

During the stay abroad, the short-term expert will avoid any utterance which could be evaluated as a commitment of technical or financial aid to government departments of the country in which he is performing his duties; this also applies to utterances vis-à-vis private agencies in this country. He has furthermore to pay attention that his comments do not prejudice the interests of the client, of the Federal Republic of Germany or of GFA.

The short-term expert is legally obliged to hand over to GFA all documentation procured and drawn up by him/herself in order to fulfill the contract.

6.) Cooperation

For the duration of the contract, the short-term expert is to refrain from any intervention in the internal affairs of the country of assignment, in particular in the fields of politics and religion, as well as manners and customs.

7.) Reports

The reports, appraisals or other services provided by the expert and all relevant documentation must correspond to the latest state of the art and recognized standards of the particular scientific specialization and must take into account the local conditions in the country where the project is located.

Unless otherwise stipulated in the contract, the fee agreed on will reimburse expenses for all services to be provided by the short-term expert, including costs of materials for the preparation of reports or appraisals (office material, paperwork, sketches, drawings, photocopies, films, photographs etc.).

All written material submitted by the short-term must be prepared using the document templates provided by GFA. A printout and an electronic file of this material must be sent to GFA on a data carrier, or by email by the agreed deadline. Late delivery entitles GFA to reduce the total fee by 5 % for each week, or part of each week which exceeds the deadline.

8.) Travel

Journeys the short-term expert has to undertake within the context of work have to be agreed on in advance with GFA. If the expert leaves the foreign country for reasons unconnected with his work, he must inform GFA well in advance of the date of his departure, and without delay of his date of return.

Annex 4 to our contract of 22 August 2019 with MIHAIL LUPU

Name of contractor

Address
Country
Phone: Insert Phone No.

GFA Consulting Group GmbH
Eulenkrogstraße 82
22359 Hamburg
Deutschland

Insert Place, Select date

Project/Study Name: Modernization of local public services name
in: Moldova
for the corresponding Department of GFA: EMENA
Position in the project:
Invoice covering period from Select date **to** Select date

Invoice number: Insert your invoice no.
Cost centre: 7041520

Sir / Madam,

In accordance with our contractual agreement of DATE I charge you for the above-mentioned employment as follows:

Number of days worked multiplied by remuneration rate)	Insert Amount EUR
Total	Insert Amount EUR

Please transfer the sum of TOTAL EUR to this account:

Name of the account holder: Insert Name
Name of Bank: Insert Bank Name
Account No.: Insert Account Number
Bank Code Number: Insert Bank Code Number
SWIFT Code: Insert SWIFT Code
IBAN Number: Insert IBAN Number

Sincerely yours,

Name of contractor

**Checklist for the completeness of invoices
of more than 250 EUR (gross amount) according to German § 14 UstG
(also applies to invoices within EU!)**

	Information stated in the invoice?	INV. > € 250	OK?
1.	Full name and full address of invoice issuer	obligat.	<input type="checkbox"/>
2.	Full name and full address of invoice recipient	obligat.	<input type="checkbox"/>
3.	VAT identification number or – only applicable within Germany – tax registration number of the person liable to tax: 1) when invoicing from one EU member state to another EU member state (reverse charge procedure) both VAT identification nos. (i.e., of the invoice issuer & the invoice recipient) must be stated!	obligat.	<input type="checkbox"/>
4.	<i>Indication of exemption from tax liability in Germany:</i> If the invoice issuer resides in Germany but is not liable to VAT: „ The invoice issuer is not liable to VAT (in acc. with § 19 UStG). “	obligat.	<input type="checkbox"/>
5.	<i>Reverse charge procedure within EU:</i> If the invoice issuer resides in another EU member state and is liable to VAT: “ Being the recipient of services, the GFA Consulting Group GmbH is the debtor of Value Added Tax in accordance with the reverse-charge-procedure (VAT Identification No. DE118655931). ”	obligat.	<input type="checkbox"/>
6.	Date of issue	obligat.	<input type="checkbox"/>
7.	Serial number, assigned by the invoice issuer, to identify the invoice	obligat.	<input type="checkbox"/>
8.	Date of delivery or service supplied	obligat.	<input type="checkbox"/>
9.	Quantity, description and extent of the services supplied	obligat.	<input type="checkbox"/>
10.	Net amount	obligat.	<input type="checkbox"/>
11.	VAT rate in percent (if issuer of invoice is liable to VAT in Germany)	obligat.	<input type="checkbox"/>
12.	VAT amount payable (if issuer of invoice is liable to VAT in Germany)	obligat.	<input type="checkbox"/>
13.	Total amount payable (gross amount) (if issuer of invoice is liable to tax in Germany)	obligat.	<input type="checkbox"/>
14.	<i>Full Bank reference details</i> Germany: Bank Account No. and Bank Identifier Code Other EU Countries: IBAN and Swift Code All non-EU countries: IBAN, Swift Code and name of Bank	obligat.	<input type="checkbox"/>
15.	Signature of supplying company	obligat.	<input type="checkbox"/>

TIME SHEETS



TIMESHEET FOR EXPERTS

Project Title	Modernization of local public services (MLPS) - Republic of Moldova		
Name of Expert		GFA Cost Center 7041520	
Title of Mission		Approval No.	
Category		(ISSTE - IJSTE- NSSTE - NJSTE)	

Please enter each fee day claimed and each per diem day by reporting you whole mission time and add requested information:

July 2018	Days outside Moldova	Days in Moldova	Per Diem	Place of Performance	Remarks
Sun, 01/07/					
Mon, 02/07/					
Tue, 03/07/					
Wed, 04/07/					
Thu, 05/07/					
Fri, 06/07/					
Sat, 07/07/					
Sun, 08/07/					
Mon, 09/07/					
Tue, 10/07/					
Wed, 11/07/					
Thu, 12/07/					
Fri, 13/07/					
Sat, 14/07/					
Sun, 15/07/					
Mon, 16/07/					
Tue, 17/07/					
Wed, 18/07/					
Thu, 19/07/					
Fri, 20/07/					
Sat, 21/07/					
Sun, 22/07/					
Mon, 23/07/					
Tue, 24/07/					
Wed, 25/07/					
Thu, 26/07/					
Fri, 27/07/					
Sat, 28/07/					
Sun, 29/07/					
Mon, 30/07/					
Tue, 31/07/					

Working days	0.0	0.0	0.0
Expert months	0.000	0.000	0.000

Date, Signature of Expert

Date, Signature of International / National Team Leader

Date Signature of GIZ MLPS Component Leader