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| **Cambodia Water Portfolio** | |
| **Phnom Penh** | **Cambodia** |
|  | |
| **Contract No. PRO-0056-KHM-WWS-0001** | |
|  | |
| **Non Revenue Water & Drinking Water Quality Assessment of Water Treatment Network in Cambodia** | |
|  | |
| **Contract Volume 3 -  Appendices 2 to 5** | |
|  | |
| **Between** | |
| **InfraCo Cambodia Water Pte Ltd (“ICWP”)** | |
| **and** | |
| **[Insert Consultant Name]** | |
|  | |
| **[Insert Date]** | |

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1. Price and Payment
2. **Contract Price**
3. The total Contract Price for the Normal Services shall be as follows:

|  |  |  |
| --- | --- | --- |
| **Amount in Figures:** |  |  |
| * US Dollars | USD | [Insert amount] |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| **Amount in Words:** |  |  |
| * US Dollars | USD | [Insert amount in words] |
|  |  |  |

1. The breakdown of the Contract Price for the Normal Services is as follows:

| Contract Price Breakdown – Normal Services | | | |
| --- | --- | --- | --- |
| Ref. | Description | Appendix 1 SoW Reference | Amount |
|  |  | (USD) |
|  | **Non Revenue Water** | 3.1.4 |  |
| 1.1 | Preliminary IWA Water Balance and Monitoring Plan (Network #1) |  |
| 1.2 | NRW Reduction Plan (Network #1) |  |
| 1.3 | Review of NRW Reduction Plans for Networks #2 and #3 |  |
| 1.4 | Overall NRW Reduction Strategy |  |
| 2 | **Drinking Water Quality Management Plan** | 3.2.4 |  |
| 1. 1 | Interim Report and Workshop on Existing System Performance and Risks (Network #1) |  |
| 2.2 | Drinking Water Quality Management Plan (Network #1) |  |
| 2.3 | Review of DWQPM for Networks #2 and #3 |  |
| 2.4 | Overall DWQPM Strategy or Policy |  |
| 3 | Travel, Accommodation, Misc Costs |  |  |
|  | Total Contract Price – Normal Services |  |  |

1. Pursuant to General Conditions Sub-Clause 5.8(a), the above amounts are exclusive of any goods and services tax or value added tax required under Applicable Laws.
2. Pursuant to General Conditions Sub-Clause 5.8(c), the above amounts are inclusive of any withholding tax required under Applicable Laws.
3. Any approved Additional Services and Exceptional Services shall be added to the scope of the Services through a Variation Order pursuant to General Conditions Sub-Clause 4.3 [*Variations*] and the Contract Price and Payment Schedule shall be adjusted accordingly.
4. Travel, Accommodation and other miscellaneous costs (e.g. for travel, transportation, personnel allowances, meals, accommodation, consumables and other miscellaneous expenses for necessary services and facilities not provided by the Client) that are to be incurred by the Consultant in direct relation to the Services are agreed to be included in the Contract Price.
5. **Additional Services – Daily Rates for Remuneration for Additional Services**

**2.1 Daily Rates for Remuneration for Additional Services**

The daily rates for approved Additional Services undertaken by the Consultant’s personnel with respect to approved Additional Services through a Variation instructed pursuant to General Conditions Sub-Clause 4.3 [*Variations*] shall be as shown in the following table. The daily fixed fee rates are lump sum and inclusive of salary, related overtime costs, holiday/vacation pay, overhead mark-up costs, and insurance.

| Daily Fee Rates for Remuneration for Additional Services | | | |
| --- | --- | --- | --- |
| Ref. | Name | Position on Team | Daily Fee Rate |
|  |  |  | (USD) |
|  |  |  |  |
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1. **Third Party Charges on the Consultant**

Pursuant to General Conditions Sub-Clause 5.5 [*Third Party Charges on the Consultant*], all third-party charges on the Consultant shall be the responsibility of the Consultant.

1. **Payment**

**4.1 Payment Schedule for the Services**

1. The payment schedule for the Services, the prices for which are detailed above in Section 1 (*Contract Price*), shall be as follows:

| Ref. | Milestone | % | Criteria | Amount |
| --- | --- | --- | --- | --- |
|  |  |  |  | (USD) |
|  | Mobilization advance | 10% | Client issue of a notice to proceed |  |
|  | **Non Revenue Water** |  |  |  |
| 2.1 | Completion of IWA Water Balance and Monitoring Plan (Network #1) | 20% | Client receipt and approval |  |
| 2.2 | Completion of NRW Reduction Plan | 15% | Client receipt and approval |  |
| 2.3 | Review of NRW Reduction Plans for Networks #2 and #3 | 5% | Client receipt and approval |  |
| 2.4 | Completion of Overall NRW Reduction Strategy | 5% | Client receipt and approval |  |
|  | **DWQMP** |  |  |  |
| 3.1 | Completion of Interim Report and Workshop on Existing System Performance and Risks (Network #1) | 20% | Client receipt and approval |  |
| 3.2 | Completion of Drinking Water Quality Management Plan (Network #1) | 15% | Client receipt and approval |  |
| 3.3 | Review of DWQPM for Networks #2 and #3 | 5% | Client receipt and approval |  |
| 3.4 | Completion of Overall DWQPM Strategy or Policy | 5% | Client receipt and approval |  |
|  |  | **100%** | **Totals** | **$ 0.00** |

**4.2 Consultant’s Bank Accounts for Payments**

The Consultant’s bank account(s) for receipt of payments from the Client are as follows:

| Ref. | USD Payments |
| --- | --- |
| Bank Name |  |
| Bank Address |  |
| BIC (Swift) Code |  |
| Account Name |  |
| Account Number |  |

1. Time Schedule, Deliverables and Key Personnel

# Time Schedule and Deliverables

1. The time schedule for the Services and key milestones for related deliverables, and the required number of printed copies to be submitted to the Client, shall be as follows:

| Time Schedule for the Services | | | | |
| --- | --- | --- | --- | --- |
| Ref. | Activity/Deliverable | Due Date (dd-mmm-yy) | Weeks from Commencement Date) | Copies (Number) |
|  | Commencement Date (as per PCC Sub-Clause 1.1(h)) |  | - | - |
|  | **Non Revenue Water** |  |  |  |
|  | Completion of IWA Water Balance and Monitoring Plan (Network #1) |  |  |  |
|  | Completion of NRW Reduction Plan |  |  |  |
|  | Review of NRW Reduction Plans for Networks #2 and #3 |  |  |  |
|  | Completion of Overall NRW Reduction Strategy |  |  |  |
|  | **DWQMP** |  |  |  |
|  | Completion of Interim Report and Workshop on Existing System Performance and Risks (Network #1) |  |  |  |
|  | Completion of Drinking Water Quality Management Plan (Network #1) |  |  |  |
|  | Review of DWQPM for Networks #2 and #3 |  |  |  |
|  | Completion of Overall DWQPM Strategy or Policy |  |  |  |

1. All Activity/Deliverable milestone durations shown in the above table are calculated as calendar days from Commencement Date.
2. Note that, in addition to any requirements detailed above for printed copies, all documents and deliverables for the Services shall be provided by the Consultant to the Client in electronic form, both in the original software format and in PDF format.

# Key Personnel

The Key Personnel provided to perform the Services, their position, responsibilities and respective qualifications and experience, shall be as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Key Personnel | | | | |
| Ref. | Name | Position | Responsibilities | Qualifications and Experience |
|  |  | Project Director | Overseeing resources are assigned certain tasks to complete for a given project. |  |
|  |  | Project Manager | Implementing and completing the project on time, within budget and in accordance with technical requirements. |  |
|  |  | Engineer/Specialist 1 |  |  |
|  |  | Engineer/Specialist 2 |  |  |
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1. Personnel, Equipment, Facilities and Services of Others Provided by the Client

The Client inputs and support for the Services will be limited to the following:

1. Provision of available and relevant reference documents relating to studies, investigations and concept designs undertaken to date with respect to the Project or the Services.
2. Administrative support and assistance for facilitation of visits to, and activities at, the Project site.
3. Administrative support and assistance for facilitation or coordination of any necessary meetings with relevant stakeholders, government departments, agencies, etc.
4. Standards of Conduct, Anti-bribery and Fraud
5. **Required Standards of Conduct**
6. The Consultant acknowledges that it has read and understood:
7. the InfraCo Asia (“**InfraCo**”) code of conduct (as displayed within [www*.infracoasia.com*](http://www.infracoasia.com)) (as may be amended from time to time) (the “**InfraCo Code**”); and
8. the codes and policies of the PIDG (as displayed within [*www.pidg.org*](http://www.pidg.org)) (as may be amended from time to time),

and in connection with the Contract, its performance and conduct of the Services, any Exceptional Services, the Project and any other business transactions or dealings involving InfraCo and its affiliates, agrees to comply with the principles, standards of behaviour and ethics contained in the InfraCo Code and the codes and policies of the PIDG.

1. The Consultant acknowledges and agrees that it shall procure on behalf of itself and its personnel, sub-consultants and sub-contractors that its conduct of the Contract, and all of the Consultant’s undertakings, transactions and dealings in connection with the Services, any Exceptional Services, the Project or with InfraCo under this Contract shall at a minimum be compliant with and undertaken in accordance with the following:
2. the InfraCo Code and with the codes, policies and procedures of InfraCo;
3. the codes and polices of the PIDG;
4. the International Finance Corporation (IFC) Performance Standards on Environmental and Social Sustainability 2012 (including the related IFC Environmental, Health and Safety (EHS) General Guidelines and any other relevant IFC sector-specific guidelines) and any such updates to the same by IFC (together known as the “IFC Performance Standards”);
5. all Applicable Laws; and
6. the General Conditions.
7. The Consultant shall not (and shall procure that its personnel, sub-consultants and sub-contractors shall not):
8. offer, promise, give or authorise the giving of any Bribe, rebate, payoff, influence payment, kickback or other unlawful payment including facilitation payments, to any Public Official in order to obtain or retain business, gain any unfair advantage or influence any act or decision of a Public Official;
9. partake in any Sanctionable Practices, corrupt, obstructive, collusive or coercive practices, the financing of terrorism or make prohibited payments, or deal with funds of illicit origin;
10. breach any Applicable Laws; or
11. partake in any activity whatsoever where such activity could reasonably be expected to cause InfraCo or any of its affiliates to partake in any Sanctionable Practice or violate or to be in breach of any Applicable Laws or any of the codes, policies or procedures of InfraCo or the PIDG,

(paragraphs 1(a), 1(b) and 1(c) being the “**InfraCo Standards**”).

1. **Undertakings, Representations and Warranties**
2. The Consultant acknowledges and agrees that the Client shall have the right to terminate or suspend its involvement, undertakings and/or dealings in connection with the Consultant without liability and with immediate effect where the Client reasonably believes that any non-compliance or infringement of any of the InfraCo Standards has occurred.
3. The Consultant shall provide the Client with such further assurances or certificates that the Client may request from time to time, including to certify to the Client, in writing, signed by a duly appointed and authorized officer of the Consultant, that the Consultant and its personnel, sub-consultants and sub-contractors and any persons acting for or on behalf of the Consultant in connection with the Contract have at all times during the relevant preceding period complied with the InfraCo Standards. The Consultant shall provide such supporting evidence of compliance as the Client may reasonably request.
4. The Consultant acknowledges and agrees that the Client (itself or through its representatives) may inspect the conduct and performance of the Services and any Exceptional Services and review and make copies of all relevant books, records and accounts of the Consultant in connection with the Contract, and continue to monitor and conduct background checks on the Consultant, its associates and/or affiliates for the purposes of monitoring compliance with the InfraCo Standards. The Consultant shall provide the Client with unobstructed access to all relevant sites, books, records and accounts for such purpose.
5. The Consultant represents, warrants and undertakes that:
6. it shall do everything within its power to ensure that the Services and any Exceptional Services are conducted and implemented in accordance with the InfraCo Standards;
7. that it is aware of and has considered the Client's policy of zero tolerance towards bribery and corruption in agreeing to enter into the Contract and undertake the Services and any Exceptional Services, and that it is aware of and has considered that the Client is subject to the InfraCo Standards prohibiting improper payments and bribes to private sector persons and to Public Officials, and that neither the Consultant, nor any persons acting for or on behalf of it in connection with this Contract, has taken, or will take any action or engage in any activity which would lead to the Client being in violation of the InfraCo Standards;
8. it does not engage in Bribery, does not direct, authorise or knowingly permit any person who acts on its behalf or provides services to it, to engage in Bribery and that it will not, during the term of this Contract, or, if different, during the period of time from the date on which this Contract is signed until this Contract expires, engage in, or direct, authorise, or knowingly permit a person acting on its behalf or providing services to it, to engage in Bribery;
9. it has not:

* been convicted of any offence under an Applicable Law, including in relation to bribery, corruption or money laundering; or
* been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving bribery, corruption or money laundering or for breach of any Applicable Law;

1. it agrees to indemnify the Client against any and all losses and damages resulting from or due to:

* any Bribery or breach of an Applicable Law by it or its directors or officers made in connection with the Contract or the Services and any Exceptional Services;
* where any of the InfraCo Standards are breached or violated due to the Consultant’s actions or omissions;

1. it shall ensure compliance with the InfraCo Standards by it and its personnel, sub-consultants and sub-contractors and any persons acting for or on behalf of the Consultant in connection with the Contract;
2. it does not, and will not, make any political donations for the benefit of, or on behalf of the Client, or in relation to the Contract;
3. neither it or any of its shareholders, beneficial owners or affiliates are designated as a Restricted Party;
4. it will not delegate the performance of services under the Contract or otherwise engage any sub-consultant, sub-contractor or agent in relation to the Services or any Exceptional Services without the prior written approval of the Client in accordance with Sub-Clause 1.7 of the General Conditions [*Assignments and Sub-Contracts*], and will ensure that any such sub-contracting arrangement is set out in a written agreement which incorporates all material terms of this Contract regarding conduct, compliance, confidentiality and representations and warranties, and that the Client shall be a third party beneficiary of, and entitled to enforce, such provisions; and
5. any material breach or violation of any of these representations and warranties will entitle the Client with no liability to terminate or suspend all dealings and arrangements with the Consultant with immediate effect.
6. **Defined Terms**

The terms as used in this Appendix 5 shall have the means ascribed below:

1. “**Bribe**” or “**Bribery**”is where:
2. a person:

* provides a benefit to another person; or
* causes a benefit to be provided to another person; or
* offers to provide, or promises to provide, a benefit to another person; or
* causes an offer of the provision of a benefit, or a promise of the provision of a benefit, to be made to another person; and

1. the benefit is not legitimately due to the other person; and
2. the first-mentioned person does so with the intention of influencing a Public Official (who may be the other person) in the exercise of the Public Official's duties as a Public Official in order to:

* obtain or retain business; or
* obtain or retain a business advantage that is not legitimately due to the recipient or intended recipient of the business advantage (who may be the first-mentioned person).

1. “**Public Official**”means any individual who holds a legislative, administrative or judicial position of any kind (whether appointed or elected) of a country or territory, or subdivision thereof, exercises a public function for a country or territory, or subdivision thereof, or for any public agency or public enterprise of any country or territory, or subdivision thereof, or is an official or agent of a public international organisation.
2. “**Restricted Party**” means any person who is identified from time to time by any government or legal authority under applicable trade sanctions, export controls, anti-money laundering, non-proliferation, anti-terrorism and similar laws as a person with whom trade or financial dealings and transactions by InfraCo, PIDG (including its members or donors), and/or any of their affiliates are prohibited or restricted.
3. “**Sanctionable Practice**” means any of the following:
4. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
5. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
6. any arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
7. impairing or harming, or threatening to impair or harm, directly or indirectly, any part of the property of a party to influence improperly the actions of the party;
8. engaging in any activity, or entering into any transaction, either principally or through some other person, or being involved with any person (i) in breach of any Applicable Law, (ii) prohibited by any resolution issued by the United Nations Security Council or UN Charter; (iii) sanctioned or prohibited by any of the United Nations (including in relation to the United Nations Security Council or UN Charter), the European Union, World Bank or a member of the PIDG, (iv) on the World Bank Listing of Ineligible Firms from time to time, or (v) convicted, indicted, or subjected to any similar criminal sanction for engaging in money laundering or financing of terrorism;
9. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statement to investigators in order to materially impede any investigation or enquiry by or on behalf of InfraCo or its affiliates or the PIDG, or their duly appointed representatives, advisors or constituted members 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
10. actions or inactions intended to impede the exercise of any rights of audit and access to information of InfraCo or its affiliates or the PIDG, or their duly appointed representatives, advisors or constituted members.