

TERMS OF REFERENCE

(suggested format)

1. BACKGROUND OF THE PROJECT

Information about Client (ownership, location, size and type of operations...); site (location, geography and accessibility) if relevant to the assignment; problems which justified need for consultant services; nature and dates of previous work and reports relative to the current assignment; Client's recent actions in the assignment area.

2. OBJECTIVE OF THE ASSIGNMENT

Precise statement of the objectives of the assignment, such as: improve management practices, prepare a cost estimate, evaluate operations, review markets, recommend changes in operating practices, manage project implementation, design new facility... State specifically what responsibilities and results are expected from the Consultant.

3. STAFFING

Define requirements that the Consultant needs to meet in order to undertake the assignment outlined above, e.g.:

- a) He/she must have extensive knowledge and experience in the field of legal entities negotiations with creditors.*
- b) Has undertaken a significant number of important negotiations with creditors, and has experience in working with government institutions and banks in this respect.*

4. SCOPE OF WORK

This should be the main part of ToR and should cover the following topics as appropriate to the assignment:

- To whom in the Client's organization will the Consultant report*
- Preparation required for the Consultant*
- Nature and boundaries of the work to be done*
- Design of professional standards to be used*
- Phasing of the work*
- Local staff training requirements*
- Nature and timing of reports and/or results*
- If a cost estimate: what currency, constant or current terms, local, foreign and total cost*
- Nature and timing of Client's interim approvals*
- Travel and living requirements which are Consultant's responsibility*

5. TIMING AND DURATION

Define timing and duration

6. INPUT BY THE CONSULTANT

Client should list services if appropriate

7. REPORTING

This section might repeat some scope of work, but it is to state the language, name and content of each report, due date, review process and conditions of acceptance for each report the Client expects the Consultant to submit.

8. TERMS OF PAYMENT

Client's preliminary estimate of team organization, expertise and time requirements

9. CONFIDENTIALITY

The Consultant undertakes to maintain confidentiality on all information that is not in the public domain and shall not be involved in another assignment that represents a conflict of interest to the prevailing assignment