SELECTION OF CONSULTANTS

SINGLE STAGE OPEN COMPETITIVE SELECTION REQUEST FOR PROPOSALS

Reference No.: [insert reference number]

Selection of Consulting Services for: [Assignment Title]

Client: ............... [insert implementing agency]

Country: ............... [insert name of country]

Project: ............... [insert project name]

Issued on: [date of publication]
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Single Stage Open Competitive Selection – Request for Proposals

[if applicable, insert: For Loan-funded assignments: RFP No.; Loan No. For TC-Funded Assignments: TCS Number; Assignment Title] [insert: Location and Date]

Dear Sir or Madam,

1. [For loan-funded assignments only:] The [insert: Name of Borrower or Client1] has [received] [applied for] financing from the European Bank for Reconstruction and Development (the “Bank” or the “EBRD”) in the form of a loan toward the cost of [insert: name of project]. The [Name of Implementing/Executing Agency], an [implementing/executing] agency [if applicable, insert: of the Borrower/Client] (the “Client”), intends to apply a portion of the proceeds of this Loan to eligible payments under the contract for which this Request for Proposals is issued.

2. [For grants/donor-funded assignments only: replace the text above with the following:] The [Name of Client/Recipient] (the “Client”) has been allocated grant funds (the “Grant”) from the [name of donor fund] provided by the [Government of Donor country /other donor] which are administered by the Bank and executed by the [Client/Recipient /or name of agency] (the "Client"). The Client intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued.

Payments by the Bank will be made only at the request of the Client and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the [loan/ grant] agreement. The [loan/ grant] agreement prohibits a withdrawal from the [loan/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Client shall derive any rights from the [loan/ grant] agreement or have any claims to the proceeds of the [loan /grant].

3. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): [insert: name of consulting services assignment]. More details on the Services are provided in the Terms of Reference (Section 2.1).

1 [Where “the Borrower” and “the Client” are the same entity, the term ‘Client’ may be used throughout for consistency. Where they are different entities, the appropriate term should be used as the context requires.]
4. A firm will be selected under [insert: Selection Method: QBS/QCBS/FBS/LCS] procedures and in a [Full Technical Proposal (FTP) or Simplified Technical Proposal (STP)] format as described in this RFP, in accordance with the policies of the Bank, detailed in the EBRD Procurement Policies and Rules (“PP&R”) and the Guidelines for Clients Managing Donor or Loan Funded Consultancy Assignments (“Guidelines”) which can be found at the following website: www.ebrd.com.

5. The RFP includes the following documents:

Section 1.1 - Letter of Invitation
Section 1.2 - Instructions to Consultants and Data Sheet (Section B. "Expressions of Interest" will not be applicable to this selection.)
Section 1.3 – Evaluation Criteria
Section 1.4 - Technical Proposal ([select: FTP or STP]) - Standard Forms
Section 1.5 - Financial Proposal - Standard Forms
Section 2.1 - Terms of Reference
Section 3.1 - Standard Form of Contract

6. Details on the proposal’s submission date, time and address are provided in Clauses 18.8 and 18.10 of the ITC.

Yours sincerely,

[Insert: name and title of Client’s authorized representative]

[Where the Electronic Procurement Platform is used, the notice format may differ from the above as all documents are automatically available free of charge to any Consultant wishing to register for that assignment.]
Section 1.2. Instructions to Consultants and Data Sheet

["Notes to the Client": this Section 1.2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (“ITC”), shall be introduced through the Data Sheet only. “Notes to the Client” should be deleted from the final Request for Proposal (“RFP”) issued to the Consultants].

A. General Provisions

1. Definitions

(i) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(ii) “Applicable Guidelines” means the policies of the European Bank for Reconstruction and Development governing the selection and Contract award process as set forth in this RFP.

(iii) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.

(iv) “Bank” or “EBRD” means the European Bank for Reconstruction and Development.

(v) “Recipient” means the Government, Government agency or other entity that signs the loan, grant, financing or project agreement with the Bank.

(vi) “Client” means the executing agency that signs the Contract for the Services with the selected Consultant.

(vii) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

(viii) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Contract Form (the General Conditions of Contract (“GCC”), the Special Conditions of Contract (“SCC”), and the Appendices).

(ix) “Data Sheet” means an integral part of the RFP that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
(x) “Day” means a calendar day.

(xi) "Disclosure Actions" means such action as defined in the Bank's Enforcement Policy and Procedures.

(xii) "Donor" means the provider of the Grant funds as specified in the Data Sheet.

(xiii) “Electronic Procurement Platform” in these documents refers to the EBRD Client e-Procurement Portal (ECEPP) provided by the EBRD for use of its clients (or any replacement thereof).

(xiv) "Enforcement Actions" means such action as defined in the Bank's Enforcement Policy and Procedures.

(xv) "Enforcement Policy and Procedures" means the Bank’s Enforcement Policy and Procedures, as amended from time to time, and any policy or procedures adopted by EBRD, as a successor to or replacement of such policy and procedures (which can be downloaded from the following weblink: https://www.ebrd.com/news/publications/policies/enforcement-policy-and-procedures.html)

(xvi) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(xvii) “Government” means the government of the Client’s country.

(xviii) "Grant" means the amount of funds to be made available by the Donor to the Bank, as administrator, for the purposes of financing the Contract.

(xix) "Joint Venture, Consortium or Association (“JVCA”)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JVCA, and where the members of the JVCA are jointly and severally liable to the Client for the performance of the Contract.

(xx) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
<table>
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<tr>
<th>(xxi)</th>
<th>“ITC” means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</th>
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<tr>
<td>(xxii)</td>
<td>“LOI” means the Letter of Invitation issued by the Client to the Consultants.</td>
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<td>(xxiii)</td>
<td>&quot;Mutual Enforcement Institution&quot; has the meaning as defined in the Bank’s Enforcement Policy and Procedures;</td>
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<td>(xxiv)</td>
<td>“Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</td>
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<td>(xxv)</td>
<td>&quot;Notice&quot; is the procurement notice published on the EBRD’s website and other channels, if applicable, which invites consultants to submit Proposals.</td>
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<td>(xxvi)</td>
<td>&quot;Project Complaints Mechanism” means the accountability mechanism of the Bank as set forth under the Project Complaint Mechanism (PCM) Rules of Procedure dated May 2014, as such rules may be amended, supplemented or replaced from time to time.;</td>
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<td>(xxvii)</td>
<td>“Prohibited Practices” has the meaning as defined in the Enforcement Policy and Procedures.</td>
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<td>(xxviii)</td>
<td>“Proposal” means the Technical Proposal with, or without a Financial Proposal of the Consultant, as the case might be.</td>
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<td>(xxix)</td>
<td>&quot;RFP&quot; means this request for proposals.</td>
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<td>(xxx)</td>
<td>“Services” means the work to be performed by the Consultant pursuant to the Contract.</td>
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<td>(xxxi)</td>
<td>“Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</td>
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<td>(xxxi)</td>
<td>&quot;Third Party Finding” has the meaning as defined in the Bank’s Enforcement Policy and Procedures.</td>
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<tr>
<td>(xxxii)</td>
<td>&quot;TORs” means the Terms of Reference that explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the Services.</td>
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| 2. Introduction | 2.1. The Client named in the Data Sheet intends to select a Consultant from the Consultants responding to this RFP, in accordance with the method of selection specified in the Data Sheet.  
2.2. The Consultants are invited to submit a Proposal, which may consist of one of the following: a Technical Proposal only; or a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.  
2.3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-response conference if one is specified in the Data Sheet. Attending any such pre-response conference is optional and is at the Consultants’ expense.  
2.4. The Client will provide in good time, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet. |
| 3. Conflict of Interest | 3.1. The Consultant is required to provide professional, objective, and impartial advice at all times, holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.  
3.2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract by the Client, and/or sanctions by the Bank.  
3.2.1. Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be contracted under the circumstances set forth below:  
a. Conflicting activities | (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall |
be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

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<th><strong>b. Conflicting assignments</strong></th>
<th>(ii) <strong>Conflict among consulting assignments:</strong> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be contracted for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</th>
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</table>
| **c. Conflicting relationships** | (iii) **Relationship with the Client’s staff:** a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Recipient, or the Client or of a recipient of a part of the loan or grant who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.  

| | (iv) **Relationship with the Client:** a Consultant cannot be an affiliate of the Client unless it can be demonstrated that there is not a significant degree of common ownership, influence or control between the Client and the Consultant and that the Consultant would not be placed in a position where its judgement in the execution of the assignment may be biased. |
| | (v) **Any other types of conflicting relationships as indicated in the Data Sheet.** |
| **4. Unfair Competitive Advantage** | 4.1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants. |
| **5. Prohibited Practices** | 5.1. The Bank requires that Recipients (including beneficiaries of Bank-financed operations), as well as tenderers, suppliers, sub-suppliers, contractors, subcontractors, concessionaires, consultants and sub-consultants under Bank financed contracts, observe the highest standard of transparency and integrity during the procurement, execution, and implementation of such contracts. |
5.2. The Recipient (including beneficiaries of Bank-financed operations), as well as tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to engage in Prohibited Practices with respect to the procurement, award, or execution of the Contract.

5.3. The Bank may declare the Contract to be ineligible for financing, and the Bank may take any of the Enforcement Actions and Disclosure Actions set out in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:

(a) the Recipient (including beneficiaries of Bank-financed operations), tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract.

(b) a Third Party Finding has sufficient relevance and seriousness for the Bank to warrant Enforcement Actions and Disclosure Actions against entities or individuals.

5.4. In accordance with the Enforcement Policy and Procedures, the Bank may enforce debarments from Mutual Enforcement Institutions by declaring entities or individuals ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract.

5.5. In contracts financed by the Bank, the Bank requires a provision mandating tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants to permit the Bank or persons appointed by the Bank to inspect the premises where the Services are being performed and/or to inspect their assets, books, accounts and records relating to the Contract and to have such assets, books, accounts and records audited by auditors appointed by the Bank, if required by the Bank.

The tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants shall require their officers, directors, employees or agents with knowledge of the Contract to respond to questions from the Bank and to provide to the Bank any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the Bank’s monitoring and evaluation of the Contract and to enable the Bank to examine and address any project-related complaints made under the Bank’s Project Complaint Mechanism.

The tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants shall
maintain all books, documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

6. Eligibility

6.1. The Bank permits consultants (individuals and firms, including JVCAs and their individual members) from all countries to offer consulting services for Bank-financed projects, unless otherwise provided in the Data Sheet.

6.2. Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Data Sheet.

6.3. As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1. If pursuant to the Bank’s Enforcement Policy and Procedures, a firm or an individual is debarred by the Bank or in relation to whom the Bank has enforced a debarment from a Mutual Enforcement Institution (see Clause 5.3 and 5.4 above), such firm or individual shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of firms and individuals ineligible to be awarded Bank-financed contracts is available at the electronic address specified in the Data Sheet.

b. Prohibitions

6.3.2. A Firm or individual shall be excluded from participation in a procurement process or resulting contract award, if so indicated in the Data Sheet, or:

(a) it has been convicted of an intentional crime, or an affiliate of the firm has been convicted of an intentional crime, and any such criminal conviction is final in the relevant national jurisdiction, with no more than ten years having lapsed between the date on which the criminal conviction became final and the date of eligible assessment, and the Bank concludes that the judicial proceedings provided for adequate due process acceptable to the Bank;

(b) it is prohibited under relevant national law from entering into commercial relations with the Client, provided the prohibition relates to a Prohibited Practice, which had been determined through judicial or administrative proceedings with adequate due process acceptable to the Bank;

(c) any import of goods from the Participant’s country or any payments to persons or entities in that country are prohibited by sanctions imposed by a resolution of the

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<td><strong>7. General Considerations</strong></td>
<td>7.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Failure to provide the information requested in the RFP may result in rejection of the Proposal.</td>
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<td><strong>8. Cost of Preparation of Proposal</strong></td>
<td>8.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.</td>
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<td><strong>9. Language</strong></td>
<td>9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the Data Sheet.</td>
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<td><strong>10. Only One Proposal</strong></td>
<td>10.1. The Consultant (including the individual members of any JVCA) shall submit only one Proposal, either in its own name or as part of a JVCA in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected. For the purpose of this Article a sub-consultant is not considered to be participating in a Proposal.</td>
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<td><strong>11. Clarification and Amendment of the RFP</strong></td>
<td>11.1. The Consultant may request a clarification of any part of the RFP documents during the period indicated in the Data Sheet before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by electronic means as specified in the Data Sheet, to the Client’s address indicated in the Data Sheet. The Client will respond in writing, or by electronic means, as specified in the Data Sheet, and will make written copies of the response (including an explanation of the query but without identifying its source) available to Consultants. Should the Client deem it necessary to amend the RFP documents as a result of a clarification, it shall do so following the procedure described below: 11.1.1. At any time before the Proposal submission deadline, the Client may amend the Notice and/ or the RFP by issuing an amendment in writing or by electronic means as specified in the Data Sheet. The amendment will be binding on all Consultants. The Consultants shall acknowledge receipt of all amendments sent in writing, if requested to do so. 11.1.2. If the amendment is substantial, the Client may extend the Proposal submission deadline to give the Consultants</td>
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reasonable time to take an amendment into account in their Proposals.

11.2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Proposal shall be accepted after the deadline.

12. Confidentiality

12.1. From the time the Proposals are opened to the time that the Contract is awarded, the Consultant should not contact the Client on any matter related to its Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

12.2. Any attempt by the Consultant or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of the Bank’s prevailing sanctions procedures.

12.3. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it may do so only in writing or via the Electronic Procurement Platform, as applicable.

12.4. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Client wishes to contact the Consultant to request clarifications of any aspect of their Proposal it may do so only in writing or via the Electronic Procurement Platform, as applicable, providing reasonable time for the Consultant to submit a Proposal.

13. Documents Comprising the Proposal

13.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.

13.2. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 1.5.).

14. Validity of Proposals

14.1. The Data Sheet indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.

14.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
| **14.3.** | If it is established that the Consultant knew, or should have known at the time of Proposal submission, that any Key Expert nominated in the Consultant’s Proposal would not be available to perform the Services or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC. |
| **a. Extension of Validity Period** | **14.4.** The Client will make its best effort to complete the evaluation and negotiations within the Proposal’s validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.  
14.5. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.  
14.6. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated. |
| **b. Substitution of Key Experts at Validity Extension** | **14.7.** If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.  
14.8. If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected, subject to the Bank’s prior no objection. |
| **c. Sub-Contracting** | **14.9.** The Consultant shall not subcontract the whole of the Services, unless otherwise indicated in the Data Sheet. |
| **15. Preparation of Proposals – Specific Considerations** | **15.1.** While preparing the Proposal, the Consultant must give particular attention to the following:  
15.1.1. If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a JVCA or as Sub-consultants.  
15.1.2. The Client may indicate in the Data Sheet the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same. |
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<tr>
<th>15.1.3. If stated in the <strong>Data Sheet</strong>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <strong>Data Sheet</strong>) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of Proposals and decision for award in accordance with the procedure in the <strong>Data Sheet</strong>.</th>
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<tr>
<td>15.1.4. For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. The total available budget, exclusive of indirect taxes, is given in the <strong>Data Sheet</strong>, and the Financial Proposal shall not exceed this budget.</td>
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| 16. **Format and Content of the Proposal** |
| 16.2. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 1.4 of the RFP. |

| 17. **Financial Proposal** |
| 17.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 1.5 of the RFP. It shall list all costs required by the RFP. |
| a. **Price Adjustment** |
| 17.2. For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**. |
| b. **Taxes** |
| 17.3. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client’s country may be provided in the **Data Sheet** but the onus remains with the Consultant to ascertain the taxes that will apply in the event of a contract. |
| c. **Currency of Proposal** |
| 17.4. The Consultant shall express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency. |
| d. **Currency of Payment** |
| 17.5. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. |

| 18. **Submission, Sealing, and Marking of Proposals** |
| 18.1. The processes and procedures which apply to the submission and evaluation will follow the applicable evaluation method, stated in Section 2.1 of the **Data Sheet**. |
| 18.2. The submission can be done by mail or by hand, or if specified in the Data Sheet, the Consultant shall submit its Proposal electronically in accordance with such instructions or processes as are provided by the Electronic Procurement Platform. In the event... |
of inconsistencies between the requirements of the RFP and the
requirements of the Electronic Procurement Platform, the
requirements of the Electronic Procurement Platform shall take
precedence.

18.3. The Consultant shall submit a signed and complete Proposal
comprising the documents and forms in accordance with the RFP
and the requirements set out in the Data Sheet.

18.4. An authorized representative of the Consultant shall sign the
original submission letters in the required format for both the
Technical Proposal and, if applicable, the Financial Proposal, and
shall initial all pages of both, if submitted by mail or by hand. The
authorization shall be in the form of a written power of attorney
attached to the Proposal.

18.4.1. A Proposal submitted by a JVCA shall be signed by
all members so as to be legally binding on all members, or
by an authorized representative who has a written power of
attorney signed by each member’s authorized
representative and attached to the Proposal.

18.5. Any modifications, revisions, interlineations, erasures, or
overwriting shall be valid only if they are signed or initialled by
the person signing the Proposal.

18.6. The signed Proposal shall be marked “Original”, and its
copies marked “Copy” as appropriate. The number of copies is
indicated in the Data Sheet. All copies shall be made from the
signed original. If there are discrepancies between the original and
the copies, the original shall prevail.

18.7. The Proposals shall be placed into one outer envelope and
sealed. This outer envelope shall bear the submission address, the
name and reference number of the assignment, the name and
address of the Consultant, and with a warning “Do Not Open
Before [Consultant to insert the date and the time of the Proposal
submission deadline]”.

18.8. If required in the Data Sheet, the Consultant shall submit their
Technical Proposal and Financial Proposal under separate sealed
envelopes, with the following modalities:

18.8.1. If required in the Data Sheet, the original and all the
copies of the Technical Proposal shall be placed inside a
sealed envelope clearly marked “Technical Proposal”,
where the Consultant shall mark the name and reference
number of the assignment, the name and address of the
Consultant, and with a warning “Do Not Open until
[Consultant to insert the date and the time of the Technical
Proposal submission deadline].”
18.8.2. If required in the Data Sheet, the original Financial Proposal (if required for the applicable selection method), submitted by mail or by hand, shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name and reference number of the assignment, the name and address of the Consultant, and with a warning “Do Not Open With The Technical Proposal.”

18.9. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

18.10. The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

<table>
<thead>
<tr>
<th>19. Opening of Proposals</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.1. The process for opening of Proposals submitted by mail or by hand shall be conducted in accordance with this Clause, and will depend on the applicable selection method. If Proposals are submitted electronically, the process for opening of Proposals shall be conducted in accordance with such instructions or processes as are provided by the Electronic Procurement Platform, in which case those shall take precedence over the provisions of this section.</td>
</tr>
<tr>
<td>19.2. The Client shall conduct the opening of the Proposals in the presence of the Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet).</td>
</tr>
</tbody>
</table>

If Financial Proposals are submitted in separate, sealed envelopes, in accordance with Clause 18.8 of the ITC, the envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.

19.3. At the opening of the Proposals the following shall be read out, or otherwise communicated: (i) the name and the country of the Consultant or, in case of a JVCA, the name of the JVCA, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal (if applicable); (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

<table>
<thead>
<tr>
<th>20. Proposals Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.1. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Proposals and any</td>
</tr>
<tr>
<td>Section</td>
</tr>
<tr>
<td>---------</td>
</tr>
<tr>
<td><strong>21. Evaluation of Technical Proposals</strong></td>
</tr>
</tbody>
</table>
| **22. Financial Proposals for QBS** | 22.1. Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.  
22.2. If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. |
| **23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)** | 23.1. If Financial Proposals are submitted in separate, sealed envelopes, in accordance with Clause 18.8 of the ITC, the opening process of Financial Proposals submitted by mail or by hand shall be conducted in accordance with this Section, and will depend on the applicable selection method. If Financial Proposals are submitted electronically, the opening process of Financial Proposals shall be conducted in accordance with such instructions or processes as are provided by the Electronic Procurement Platform, in which case those shall take precedence over the provisions of this section.  
23.2. After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Technical Proposals were considered non-responsive to the RFP (including the TOR) or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as the scores obtained for the sub-criteria) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or |
online if such option is indicated in the Data Sheet) is optional and is at the Consultant’s choice. Consultants who have been notified that their proposals are considered non-responsive may request in writing to the Client for a debriefing seeking further explanations on the grounds on which their proposals were considered non-responsive. Upon receiving such a request, the Client shall promptly, and in any case within two weeks, arrange a debriefing.

23.3. The Financial Proposals shall be opened by the Client in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud or otherwise communicated. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

24.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1. If a the Financial Proposal is time-based, in whole or in part, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2. If a the Financial Proposal is lump-sum based, in whole or in part, the Consultant is deemed to have included all prices in the Financial Proposal, or in the part that is lump-sum based, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause 25 of the ITC below, specified in
the Financial Proposal (Form FIN-1) shall be considered as the offered price.

<table>
<thead>
<tr>
<th>25. Taxes</th>
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</thead>
<tbody>
<tr>
<td>25.1. Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant’s Financial Proposal, and, therefore, included in the evaluation.</td>
</tr>
<tr>
<td>25.2. Any local identifiable indirect taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income tax payable to the Client’s country on the remuneration of non-resident Experts for the services rendered in the Client’s country are dealt with in accordance with the instructions in the Data Sheet.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>26. Conversion to Single Currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>26.1. For evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>27. Combined Quality and Cost Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a. Quality- and Cost-Based Selection (QCBS)</strong></td>
</tr>
<tr>
<td>27.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.</td>
</tr>
</tbody>
</table>

| **b. Fixed-Budget Selection (FBS)** |
| 27.2. In the case of FBS, those Proposals that exceed the budget indicated in Clause 15.1.3 of the Data Sheet shall be rejected. |
| 27.3. The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract. |

| **c. Least-Cost Selection** |
| 27.4. In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract. |

<table>
<thead>
<tr>
<th>28. Negotiations</th>
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</thead>
<tbody>
<tr>
<td>28.1. Prior to contract negotiations, the Client shall notify all unsuccessful consultants of the results of the consultant selection process, identifying the name of the assignment and the following information: (i) name of each consultant whose financial proposals were opened; (ii) combined technical and financial scores of all consultants whose financial proposals were opened (iii) prices of financial proposals as read out at financial proposal opening; (iv) if applicable, an explanation why the evaluated price differs from the price of the evaluated proposal; and (v) name of the winning consultant, and the evaluated contract price, as well as the duration and summary scope of the contract signed. After receiving such notification, unsuccessful consultants may request in writing to the...</td>
</tr>
</tbody>
</table>
28.2. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.3. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.

28.4. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.5. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.

28.6. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 14 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.7. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

28.8. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final
product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

28.9. The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract.

28.10. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

In the case of a Time-Based (in whole or in part) contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.

28.11. Within seven (7) calendar days of the Participant’s receipt of the notification of award, the Participant shall acknowledge it to the Client in writing. The Participant shall enclose to the acknowledgment the details of the bank account(s) to be used for the purpose of receiving payments due under the Contract.

Such details shall be provided in the format required in the Letter of Acceptance.

The bank account(s) shall be held in the name of the Participant and be located either in the Participant’s country of incorporation or domicile, as applicable, or in the country, where the Contract is implemented.

In case of a JVCA, such account(s) shall be in the name of any partner and shall be located in such partner’s country of incorporation or domicile, as applicable, or in the country where the Contract is implemented.

The Bank will not make payments to a bank account in a jurisdiction which is deemed by the Financial Action Task Force, hereinafter referred to as the “FATF”, to be on the list of non-cooperative countries or territories2 at the date of payment.

29. Conclusion of Negotiations

29.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.

2 The current FATF list of Non-Cooperative Countries or Territories (the list of High-Risk Jurisdictions subject to a Call for Action), can be found on the following web-page:
http://www.fatf-gafi.org/publications/high-risk-and-other-monitored-jurisdictions/?hf=10&b=0&s=desc(fatf_releasedate)
29.2. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank’s no objection, the Client will invite the next-ranked Consultant to negotiate the Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

### 30. Award of Contract

| 30.1. After completing the negotiations the Client shall obtain the Bank’s no-objection to the negotiated draft Contract, if applicable and sign the Contract. |
| 30.2. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. |
Instructions to Consultants

**DATA SHEET**

[“Notes to Client” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the Consultants]

| ITC Clause Reference | Name of the Client: ________________________________
|----------------------|---------------------------------------------------|
| 2.1.                 | Method of evaluation: ________________________________
|                      | __________ as per **Applicable Guidelines**: EBRD Procurement Policies and Rules ("PP&R") dated November 2017 and the Guidelines for Clients Managing Donor or Loan Funded Consultancy Assignments.  
|                      | [For proposals, use QCBS or another selection method where agreed with the Bank (QBS / FBS/LCS).] |

<table>
<thead>
<tr>
<th>2.2</th>
<th>Procurement method</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Single Stage Open Competitive Selection – Request for Proposal</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.3</th>
<th>A pre-response conference will be held: Yes ___ or No ___</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[If “Yes”, fill in the following; if ”No”, delete]</td>
</tr>
<tr>
<td></td>
<td>Date of pre-response conference: ________________________________</td>
</tr>
<tr>
<td></td>
<td>Time: ________________________________</td>
</tr>
<tr>
<td></td>
<td>Address: ________________________________</td>
</tr>
<tr>
<td></td>
<td>Telephone: ________________________________</td>
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<td></td>
<td>E-mail: ________________________________</td>
</tr>
<tr>
<td></td>
<td>Contact person/conference coordinator: [insert name and title]</td>
</tr>
</tbody>
</table>
| 2.4 | The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: ____________________________
[| list or state “N/A” if none] ____________________________ |
| 4.1 | [If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the Consultants] |
| 6.1 and 6.2. | None |
| 6.3.1. | A list of debarred firms and individuals is available at the Bank’s external website: http://www.ebrd.com/pages/about/integrity/list.shtml. |
| 6.3.2 | **In reference to ITC6.3.2,** for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): ________________ [list country/countries following approval by the Bank to apply the restriction or state “none”]

Under the ITC 6.3.2 (b): ________________ [list country/countries or indicate “none”; if the contract is financed through EU donor funds, add: "A consultant cannot be awarded the contract if the consultant has been convicted of an intentional crime, or an affiliate of the consultant has been convicted of an intentional crime, and any such criminal conviction is final in the relevant national jurisdiction, with no more than ten years having lapsed between the date on which the criminal conviction became final and the date of eligible assessment, and the Bank concludes that the judicial proceedings provided for adequate due process acceptable to the Bank."] |
| 9.1 | This RFP has been issued in the [choose one of the Bank’s working languages] language. This shall be the governing language of the RFP.

[In the interest of competition as well as economy and efficiency, the Client may prepare further sets, or sections, of the RFP in the local language, in order to assist local firms in participating. If the RFP is also issued in the local language, add:

In addition, the RFP is translated into ____________________________ [insert local language] language.]

Proposals must be submitted and all correspondence exchange shall be in the language or the languages of the RFP.]
[It should be noted that all documents required by the Bank for review purposes shall be submitted to the Bank in English. In the event of a procurement complaint, the Bank may also require certified translations of the relevant documents. The Bank will determine on the basis of such English language documentation whether procurement has been carried out in accordance with the agreed procedures.]

Where the Electronic Procurement Platform is used, English language may be required for certain data input.

| 10.1 | Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes |
| 11.1 | Clarifications may be requested no later than [insert a number: normally no less than 15] days prior to the submission deadline. |

The contact information for requesting clarifications is:

__________________________________________________________

E-mail:______________________________

The following electronic means shall be used for requesting clarifications:

E-mail: Yes _____ NO _____

Electronic Procurement Platform: Yes _____ NO _____

Other: [specify]

The following electronic means shall be used for providing updates to the RFP:

Updates to the Procurement Notice: Yes _____ NO _____

Electronic Procurement Platform: Yes _____ NO _____

Other: [specify]

| 13.1 | Proposals must remain valid for [insert a number: normally between 30 and 120 days] calendar days after the proposal submission deadline (i.e., until: [insert the date]). |

| 15.1.2 | Not Applicable. |

| 15.1.3 | [If not used, state “Not applicable”. If used, insert the following: |

Estimated input of Key Experts’ time-input:___________[person-months / person-days].

[OR]

Estimated total cost of the assignment:[Insert Cost Estimate]

[Indicate only either time input (in person-month) or total cost, but not both!]
### 15.1.4
**[for time-based contracts only]**

[If not used, state “Not applicable”. If used, insert the following:]

The Consultant’s Proposal must include the minimum Key Experts’ time-input of ______________:____________ [person-months / person-days].

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in :____________ [person-months / person-days]) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]

### 15.1.5
**[use for Fixed Budget method]**

[If not used, state “Not applicable”. If used, insert the following:]

The total available budget for this Fixed-Budget assignment is: [Insert Budget]__________ (inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected.

### 16.2

The format of the Technical Proposal to be submitted is:

FTP _______ or STP _________ [tick the applicable format]

Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.

Where the Electronic Procurement Platform is used, the Consultant shall submit the attachments required by the platform.

### 17.1

No Sample list.

### 17.2

A price adjustment provision applies to remuneration rates:

Yes _______ or No _________

[Applies to all Time-Based contracts with a duration exceeding 18 months. In exceptional circumstances, can also apply to Lump-Sum contracts assignments longer than 18 months in duration with prior agreement with the Bank.]

[If “Yes”, specify whether it applies to foreign and/or local inflation, and the price adjustment formula that will apply.]

### 17.3

[If the Client has obtained a tax exemption applicable to the Contract, insert “The Client has obtained an exemption for the Consultant from payment of __________. [insert the tax description. E.g., VAT, or local indirect taxes,
etc.] in the Client’s country as per [insert reference to the applicable official source that issued an exemption].

[If there is no tax exemption in the Client’s country, insert the following: “Information on the Consultant’s tax obligations in the Client’s country can be found [insert reference to the appropriate official source]. “

[If the Client is not in a position to determine the Consultant’s tax obligations in the Client’s country, insert the following:] The Consultant and its Sub-consultants and Experts are responsible to determine their tax obligations in the Client’s country.

### 17.4

The Financial Proposal shall be stated in the following currencies or currencies: [Insert Currency]

[Notes to Client: the default currency to be inserted should be the currency of the funding as per the loan or grant agreement. The choice of any other currency has to be agreed with the Bank prior to the issuance of the RFP.]

The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes_____ or No_________

[Please note that where the Electronic Procurement Platform is used, the Consultant may only submit the proposal price in a single currency.]

### 18.2

The Consultants [insert “shall” or “shall not”] have the option of submitting their Proposals electronically.

[Electronic submission is only acceptable if the electronic submission procedure allows for clear separation between technical and financial proposals. If “Yes”, insert: The electronic submission procedures shall be: [describe the submission procedure].]

### 18.3

The Technical Proposal shall comprise the following documents:

[Choose applicable proposal structure:

For FULL TECHNICAL PROPOSAL (FTP):

1st Inner Envelope with the Technical Proposal:
(1) Power of Attorney to sign the Proposal
(2) TECH-1
(3) TECH-2
(4) TECH-3
(5) TECH-4
(6) TECH-5
(7) TECH-6

OR

For SIMPLIFIED TECHNICAL PROPOSAL (STP):]
1st Inner Envelope with the Technical Proposal:
(1) Power of Attorney to sign the Proposal
(2) TECH-1
(3) TECH-4
(4) TECH-5
(5) TECH-6

And delete the non-applicable proposal structure.

The Financial Proposal shall comprise the following documents:

2nd Inner Envelope with the Financial Proposal:
(1) FIN-1
(2) FIN-4
(3) FIN-3

Where the Electronic Procurement Platform is used, the Consultant shall submit the attachments required by the platform.

18.6 Where submission is by mail or by hand, the Consultant must submit:

(a) Technical Proposal: one (1) original and _____ [Insert number] copies;
(b) Financial Proposal: one (1) original and _____ [Insert number] copies

[If copies are to be sent to EBRD, insert the following:

In addition, the following shall be submitted to the EBRD:
(a) Technical Proposal: _____ [Insert number] copies;
(b) Financial Proposal: and _____ [Insert number] copies.
]

18.10 The Proposals must be submitted no later than:
Date: _____ [insert day/month/year [for example, 15 January 2011]]
Time: ____ [insert time in 24h format, for example, “16:00 local time”]

[If appropriate, add translation of the warning marking [“Do not open….”] in the national language to the outer sealed envelope]

The Proposal submission address is: ______________________________________________________

[If copies are to be sent to EBRD, insert the following:

The EBRD's copies shall be sent to: ______________________________________________________
Timeliness of the Proposals shall be determined exclusively on the basis of the time and date of the submission of the original Proposal to the Client at the time, date, and Proposal submission address above.

Where the Electronic Procurement Platform is used, the system will set the closing time and dates for submission.

### 19.1

The opening shall take place at:

*Insert: “same as the Proposal submission address” OR insert and fill in the following:

- Street Address: _____________
- Floor, room number _____________
- City: ________________________
- Country: ______________________

Date: ____ [same as the submission deadline indicated in 18.10.]

Time: ____ [insert time in 24h format, for example – “16:00 local time”]

[The time should be immediately after the time for the submission deadline.]

Where the Electronic Procurement Platform is used, submissions will be opened automatically at the time and date set in the system.

### 19.3

In addition, where submission is by mail or by hand the following information will be read aloud or otherwise communicated, at the opening of the Proposals ________ [insert “N/A” or state what additional information will be read out and recorded in the opening minutes].

Where the Electronic Procurement Platform is used, submissions will be opened automatically at the time and date set in the system and a record of the opening will be sent automatically to the Consultants who submitted Proposals.

### 23.1

An online option of the opening of the Financial Proposals is offered:

Yes ____or No ________.

*[If yes, insert “The online opening procedure shall be: [describe the procedure for online opening of Financial Proposals.] Where the Electronic Procurement Platform is used, a record of the opening will be sent automatically to the Consultants whose Proposals were opened.]*

### 25.2

*Choose One Option:*

For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes, including VAT, on the contract invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts of the Consultant in the Client’s country. At contract negotiations, all applicable indirect local taxes will be discussed and agreed
(using the itemized list as guidance but not limiting to it) and added to the contract amount in a separate line, also indicating which taxes shall be paid by the Consultant and which are to be withheld and paid by the Client on behalf of the Consultant.

OR

In exceptional cases only, in particular, in case of sub-national lending, when indirect taxes cannot be fully identified, replace the text above with: “For evaluation purposes, such taxes are deemed included in the Consultant’s Financial Proposal.”

| 26.1 | The single currency for the conversion of all prices expressed in various currencies into a single one is: [indicate local currency or fully convertible foreign currency] |
|      | The official source of the selling (exchange) rate is: ____________________ |
|      | The date of the exchange rate is: ____________________  |
|      | [The date shall not be earlier than four (4) weeks prior to the deadline for submission of proposals and no later than the date of the original validity of Proposals.] |
|      | Where the Electronic Procurement Platform is used, the record of the opening automatically provides a conversion for system data purposes into Euro. This may or may not be the same rate that will be used for evaluations. |

<p>| 27.1 [a. QCBS only] | The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. |
|                    | The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: |
|                    | Sf = 100 x Fm / F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the Proposal under consideration. |
|                    | [or replace with another inversely proportional formula acceptable to the Bank] |
|                    | The weights given to the Technical (T) and Financial (P) Proposals are: |
|                    | T = ______ [Insert weight: ], and |
|                    | P = ______ [Insert weight: ] |
|                    | Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%. |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>28.1</strong> Expected date and address for contract negotiations: To Be Determined after the completion of the evaluation of proposals</td>
<td></td>
</tr>
</tbody>
</table>
| **30.2** Expected date for the commencement of the Services:  
**Date**:_______[Insert month and year] **at**: _____________ [Insert location] |   |
### Section 1.3 – Evaluation Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Min. Technical Score (% of max.)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(a) Consultant’s relevant professional experience:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ experience in similar assignments [50%]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ experience in similar locations [30%]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ structure, organization, capacity of Consultant [20%]</td>
<td></td>
<td></td>
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<tr>
<td>☐ [other]</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>(b) Quality of the methodology proposed for the Assignment:</strong></td>
<td>[20-35]</td>
<td>[70-80]</td>
</tr>
<tr>
<td>☐ understanding of assignment [20%]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ approach and methodology [20%]</td>
<td></td>
<td></td>
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<tr>
<td>☐ work plan and team assignments [60%]</td>
<td></td>
<td></td>
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<tr>
<td>☐ [other]</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>(c) Qualifications of Key Experts:</strong></td>
<td>[50-75]</td>
<td>[70-80]</td>
</tr>
<tr>
<td>☐ [60%]</td>
<td></td>
<td></td>
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<tr>
<td>☐ [40%]</td>
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</tbody>
</table>

Each of the Key Experts listed above will be evaluated as follows:
- general qualifications [5%-10%]
- specific experience and expertise
- related to their task [50%-70%]
- experience in region [10%-20%]
- [other: language, IT capability, etc]

**(d). Other factors**
- local participation
- local presence
- back-up capacity
- quality assurance
| Training/Transfer of Know How | 100 | [70-80] |

The minimum technical score (St) required to pass is: \[Insert number\]

[Notes to Client: the indicative range is 70 to 80 on a scale of 1 to 100; if minimum technical scores apply to sub-criteria, insert the sub-criterion and the number]

The minimum technical score (St) required to pass is: \[Insert number\]

[Instructions to clients: the following parts shall normally be used for the evaluation of different types of Proposals, and subject to the Bank’s no-objection:

For the evaluation of RFPs under Single-Stage Open Competitive Selection (SSOCS), use Criteria (a) and (c), and (d), if applicable.
For the technical evaluation of FTPs under Single-Stage Open Competitive Selection (SSOCS), use all Criteria.]
Section 1.4. Technical Proposal– Standard Forms

FORM TECH-1A

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Date:
RFP No.:
RFP Name:

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the above assignment in accordance with the Request for Proposal documents, and our Proposal.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with:}

Lead Member: [Full name, legal address, authorized representative]

Members: [Full name, legal address, authorized representative]

We have attached a copy [insert: “of our letter of intent to form a joint venture” or, if a JVCA is already formed, “of the JVCA agreement”] signed by every participating member, which details the likely legal structure of and the confirmation of joint and several liability of the members of the said joint venture.

We acknowledge that Attachment 1 to this Technical Proposal: “Covenant of Integrity – Consultant Contact Sheet”, forms part of this Technical Proposal.

AND/OR

[If your Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}]

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this
Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in Clause 14.1 of the ITC.

(c) We have no conflict of interest in accordance with Clause 3 of the ITC.

(d) We meet the eligibility requirements as stated in Clause 6 of the ITC, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to prohibited practices as per Clause 5 of the ITC.

(e) Except as stated in the Clause 14.7 of the ITC, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in Clause 14 of the ITC and Clause 28.4 of the ITC may lead to the termination of Contract negotiations.

(f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the ITC.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ____________________________
Name and Title of Signatory: ____________________________
Name of Consultant (company’s name or JVCA’s name): ____________________________
In the capacity of: ____________________________

Address: ____________________________
Contact information (phone and e-mail): ____________________________

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.}

Where the Electronic Procurement Platform is used, the signed form and attachment shall be uploaded to the platform.
Attachment 1 to Proposal:

(Default)

Covenant of Integrity – Consultant Contact Sheet

[Instructions to Client: use this default attachment 1 unless the conditions for the use of one of the Variant attachments, indicated in each of the Variants, are met. If a Variant is used, delete this Default version from the RFP package.]
To: ______ (insert name of Recipient/Client) ______

We declare and covenant that neither we nor anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents, or joint venture partners, as well as any subcontractors, suppliers, sub-suppliers, concessionaires, consultants or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the consultant selection process or in the execution or supply of any works, goods or services for [insert the name of the Contract] (the “Contract”) and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the consultant selection process or execution of the Contract:

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address</th>
<th>Reason</th>
<th>Amount</th>
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<tbody>
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</table>

We declare that no affiliate of the Client is participating in our submission in any capacity whatsoever.

We shall, for the duration of the consultant selection process and, if we are successful with our submission, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:
(i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any tendering or competitive selection process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;

(ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice;

(iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been excluded by any major Multilateral Development Bank or International Financial Institution (including World Bank Group, African Development Bank Group, Asian Development Bank, EBRD, European Investment Bank or Inter-American Development Bank) from participation in a procurement procedure or entering into a contract with any of such institutions on the grounds of engaging in a Prohibited Practice;

(iv) we, our directors, subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council; and

(v) we further undertake to immediately inform the Client and the Bank if this situation were to occur at a later stage.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles i) ii) iii) or (iv) in the box below.

<table>
<thead>
<tr>
<th>Name of Entity Required to be Disclosed</th>
<th>Reason Disclosure is Required³</th>
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For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

(i) a **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;

(ii) a **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iii) a **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(iv) a **Fraudulent Practice** which means 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;

³ For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the consultant selection process for this Contract.
(v) a **Misuse of the Bank’s Resources or Bank Assets** which means improper use of the Bank’s Resources or Bank’s Assets, committed either knowingly or recklessly;

(vi) an **Obstructive Practice** which means any of (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank’s investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and

(vii) a **Theft** which means the misappropriation of property belonging to another party.

Following this submission, we grant the project financier, the Bank and/or persons appointed by them, the right of inspection of our, and any proposed subcontractors, suppliers, sub-suppliers, concessionaires, consultants and sub-consultants’, accounts and records and permission to have any such accounts and records audited by auditors appointed by the Bank, if required by the Bank. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

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<tr>
<th>Name:</th>
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<tr>
<td>In the capacity of:</td>
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<tr>
<td>Signed:</td>
<td></td>
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<tr>
<td>Duly authorised to sign for and on behalf of:</td>
<td></td>
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<tr>
<td>Date:</td>
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</table>
# Contact Sheet

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<tr>
<th>Full legal name of Lead Organisation/Individual:</th>
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<tbody>
<tr>
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<tr>
<td><strong>Fax number (including country code):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Main contact person for this Submission:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Main contact person’s position in the Organisation:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Contact person’s email address:</strong></td>
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<tr>
<td><strong>Alternate contact person:</strong></td>
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<tr>
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<tr>
<td><strong>Website of the Organisation:</strong></td>
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</tbody>
</table>

**Important Notes:**

Any change in the addresses, phone numbers, fax numbers and in particular e-mail addresses, must be notified in writing to the Recipient/Client. The Recipient/Client will not be held responsible in the event that they cannot contact the Consultant using any of the above details. It is the sole responsibility of the Consultant to ensure that it monitors its telephone and fax numbers and its postal and e-mail addresses. In particular, the Recipient/Client shall proceed on the assumption that the e-mail address(es) is constantly monitored, that your security settings permit the Recipient/Client’s e-mails to be received and that the e-mail address is capable of receiving attachments (particularly PDF and Microsoft Word).

Where the Electronic Procurement Platform is used, please ensure registration details on the platform correspond to the information above.
Attachment 1 to Proposal:

(for Expression of Interest, Simple Technical Proposal, and Full Technical Proposal – Variant 1 – use for projects co-financed with EIB)

Covenant of Integrity – Consultant Contact Sheet

[Instructions to Clients: Use this Variant 1 Attachment instead of the Default Attachment 1 to Proposal in the event that the assignment will be jointly co-financed by the EBRD and EIB. Otherwise, delete this Variant attachment from the RFP package.]

Date: ____________________________

Tendering No: ______________________

Invitation for Tender No.: ________________

To: (insert name of Client/Promoter)

We acknowledge that the contract(s) subject to this tender process are intended to be jointly co-financed by the European Investment Bank (“EIB”) and the European Bank for Reconstruction and Development (“EBRD”). EBRD and EIB jointly hereafter the “Banks”). The Banks and the [specify client/ Promoter] have agreed that this tender process is governed by [specify either: the European Investment Bank’s “Guide to Procurement” or the European Bank for Reconstruction and Development’s Procurement Policies and Rules.].

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [specify the contract or tender invitation] (the “Contract”) and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract:

<table>
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<tr>
<th>Name of Recipient</th>
<th>Address</th>
<th>Reason</th>
<th>Amount</th>
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</table>

We declare that no affiliate of the Client/ Promoter is participating in our tender in any capacity whatsoever.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

(i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;

4 If none has been paid or is to be paid, indicate “none”.

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PUBLIC

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(ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct;

(iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been excluded from participation in a tendering procedure or from contract award, or otherwise have not been subject to any other enforcement action or sanction by the EU institutions or any major Multilateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, EBRD, EIB or Inter-American Development Bank) on the grounds of Prohibited Conduct;

(iv) neither we nor anyone, including any of our directors, employees, agents, joint venture partners, or subsidiaries and affiliates, as well as any sub-contractors, or suppliers or affiliates of the subcontractor or supplier, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, (i) is listed or otherwise subject to EU Sanctions and/or UN Sanctions and (ii) in connection with the tendering process, or in the execution or supply of any works, goods or services for the Contract, has acted or will act in contravention of EU or UN Sanctions; and

(v) we covenant to immediately inform [Promoter and EBRD/EIB (whoever is Lead Financier)] if any instances described under Articles (i) – (iv) come to our attention after signing this Covenant of Integrity or occur at a later stage.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles i) ii) iii) or (iv) in the box below.

<table>
<thead>
<tr>
<th>Name of Entity Required to be Disclosed</th>
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</tr>
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<tbody>
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</table>

We acknowledge that if we are subject to an exclusion decision by EIB or we are subject to EU or UN Sanctions, we will not be eligible to be awarded a contract to be financed by the EIB.

We furthermore acknowledge that we will be ineligible to be awarded an EBRD-financed contract or for EBRD funding if we are included on EBRD’s lists of persons or entities ineligible to become an EBRD counterparty (as such lists may be found on EBRD’s website) or we are subject to UN Sanctions.

At any time following the submission of our tender, we grant the EIB and EBRD as well as any persons appointed by either of them and/or any authority or European Union institution or body having competence under European Union law, the right of inspection of our records and those of all our sub-contractors under the Contract. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

For the purpose of this Covenant, Prohibited Conduct includes one or more of the following:

- **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

- **Fraudulent Practice** which means 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;

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5 Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU.

6 Pursuant to Article 41 Chapter VII of the United Nations Charter.

7 For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the Tender for this Contract.

8 Most definitions are those of the IFI Anti Corruption Task Force’s Uniform Framework of September 2006.
- **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;
- **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- **Obstructive Practice** means (a) destroying, falsifying, altering or concealing of evidence material to the investigation, or making false statements to investigators, with the intent to impede the investigation; (b) 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 (c) acts intended to impede the exercise of the Banks’ contractual rights of audit or inspection or access to information.
- **Theft** which means the misappropriation of property belonging to another party;
- **Misuse of EBRD resources or EBRD assets** which means improper use of EBRD’s resources or EBRD’s assets, committed either knowingly or recklessly;
- **Money Laundering**;
- **Terrorist Financing**.

Name: __________________________________________

In the Capacity of: ________________________________

Signed: ________________________________________

Duly authorised to sign the Tender for and on behalf of: ________________________________________

Date: ________________________________________

Notes: The original of this Covenant must be kept by the [client/promoter] and made available upon request from either the EIB or EBRD.

In the case of an EIB international procurement procedures (as defined in EIB article 3.3.2) a second original of this Covenant must be submitted to the EIB at the following address [specify address]

The Covenant is not mandatory for contracts awarded prior to EIB or EBRD involvement in the project. Nevertheless, client/promoters who are seeking or may seek EIB or EBRD involvement in a project are advised to include it in order to promote integrity among the tenderers/contractors. This is particularly relevant in the case of a client/promoter who has already implemented a number of previous Bank financed projects and is considering further EIB or EBRD financing.

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9 Money Laundering is defined in the EIB’s Anti-Fraud Policy
10 Terrorist Financing is defined in the EIB’s Anti-Fraud Policy
## Contact Sheet

<table>
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<tr>
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### Important Notes:
Any change in the addresses, phone numbers, fax numbers and in particular e-mail addresses, must be notified in writing to the Recipient/Client. The Recipient/Client will not be held responsible in the event that they cannot contact the Consultant using any of the above details. It is the sole responsibility of the Consultant to ensure that it monitors its telephone and fax numbers and its postal and e-mail addresses. In particular, the Recipient/Client shall proceed on the assumption that the e-mail address(es) is constantly monitored, that your security settings permit the Recipient/Client’s e-mails to be received and that the e-mail address is capable of receiving attachments (particularly PDF and Microsoft Word).

Where the Electronic Procurement Platform is used, please ensure registration details on the platform correspond to the information above.
Form TECH-2 (for Full Technical Proposal Only)

Consultant’s Organization and Experience

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

A - Consultant’s Organization

{1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.}

B - Consultant’s Experience

1. List only previous similar assignments successfully completed for the period required in the Terms of Reference.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.
<table>
<thead>
<tr>
<th>Duration</th>
<th>Assignment name/&amp; brief description of main deliverables/outputs</th>
<th>Name of Client &amp; Country of Assignment</th>
<th>Approx. Contract value (in US$ or EURO)/ Amount paid to your firm</th>
<th>Role on the Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>{e.g., Jan.2009–Apr.2010}</td>
<td>{e.g., “Improvement quality of...............”; designed master plan for rationalization of ..........}</td>
<td>{e.g., Ministry of ......., country}</td>
<td>{e.g., US$1 mill/US$0.5 mill}</td>
<td>{e.g., Lead partner in a JVCA A&amp;B&amp;C}</td>
</tr>
<tr>
<td>{e.g., Jan-May 2008}</td>
<td>{e.g., “Support to sub-national government.....”; drafted secondary level regulations on..........}</td>
<td>{e.g., municipality of .........., country}</td>
<td>{e.g., US$0.2 mil/US$0.2 mil}</td>
<td>{e.g., sole Consultant}</td>
</tr>
</tbody>
</table>
Form TECH-3 (For Full Technical Proposal)

Comments and Suggestions on the Terms of Reference,
Counterpart Staff and Facilities to be Provided by the Client

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

Describe proposed modifications or improvement to the Terms of Reference (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.

B - On Counterpart Staff and Facilities

Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.
FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

a) Technical Approach and Methodology
b) Work Plan
c) Organization and Staffing}

a) **Technical Approach and Methodology.** (Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.)

b) **Work Plan.** (Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.)

c) **Organization and Staffing.** (Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.)
FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

a) Technical Approach, Methodology, and Organization of the Consultant’s team. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

b) Work Plan and Staffing. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) Comments (on the TOR and on counterpart staff and facilities) {Please describe your proposed modifications or improvement to the TOR (such as deleting some activity you consider unnecessary, adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}
# Form TECH-5

**Work Schedule and Planning for Deliverables**

<table>
<thead>
<tr>
<th>N°</th>
<th>Deliverables ¹ (D-..)</th>
<th>Months (1-9, n, Total)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>D-1</td>
<td>(e.g., Deliverable #1: Report A)</td>
<td>[]</td>
</tr>
<tr>
<td></td>
<td>1) data collection</td>
<td>[]</td>
</tr>
<tr>
<td></td>
<td>2) drafting</td>
<td>[]</td>
</tr>
<tr>
<td></td>
<td>3) inception report</td>
<td>[]</td>
</tr>
<tr>
<td></td>
<td>4) incorporating comments</td>
<td>[]</td>
</tr>
<tr>
<td></td>
<td>5) ………………………….</td>
<td>[]</td>
</tr>
<tr>
<td></td>
<td>6) delivery of final report to Client</td>
<td>[]</td>
</tr>
<tr>
<td>D-2</td>
<td>(e.g., Deliverable #2:…………..)</td>
<td>[]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[]</td>
</tr>
<tr>
<td>n</td>
<td></td>
<td>[]</td>
</tr>
</tbody>
</table>

¹ List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

² Duration of activities shall be indicated in a form of a bar chart.

³ Include a legend, if necessary, to help read the chart.
# Form TECH-6

## Team Composition, Assignment and Key Experts’ inputs

<table>
<thead>
<tr>
<th>N°</th>
<th>Name</th>
<th>Expert’s input (in person/month) per each Deliverable (listed in TECH-5)</th>
<th>Total time-input (in Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Position</td>
<td>D-1</td>
</tr>
<tr>
<td>KEY EXPERTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-1</td>
<td>[e.g., Mr. Abbbb]</td>
<td>[Team Leader]</td>
<td>[Home]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[Field]</td>
<td>[0.5 m]</td>
</tr>
<tr>
<td>K-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>n</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal**

<table>
<thead>
<tr>
<th>NON-KEY EXPERTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>N-1</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>N-2</td>
</tr>
<tr>
<td>n</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Subtotal**

| Total | | | | | | | | | |

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

“Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

- Full time input
- Part time input
FORM TECH-6

CURRICULUM VITAE (CV)

<table>
<thead>
<tr>
<th>Position Title and No.</th>
<th>{e.g., K-1, TEAM LEADER}</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Expert:</td>
<td>{Insert full name}</td>
</tr>
<tr>
<td>Date of Birth:</td>
<td>{day/month/year}</td>
</tr>
<tr>
<td>Country of Citizenship/Residence</td>
<td></td>
</tr>
</tbody>
</table>

**Education:**  
{List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

**Employment record relevant to the assignment:**  
{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<table>
<thead>
<tr>
<th>Period</th>
<th>Employing organization and your title/position. Contact information for references</th>
<th>Country</th>
<th>Summary of activities performed relevant to the Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>[e.g., May 2005-present]</td>
<td>[e.g., Ministry of ......, advisor/consultant to...]</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>For references: Tel............./e-mail......; Contact Name, Title/Position</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Membership in Professional Associations and Publications:**

**Language Skills (indicate only languages in which you can work):**
Adequacy for the Assignment:

<table>
<thead>
<tr>
<th>Detailed Tasks Assigned on Consultant’s Team of Experts:</th>
<th>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>{List all deliverables/tasks as in TECH-5 in which the Expert will be involved}</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Expert’s contact information:** (e-mail...................., phone..............)

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

<table>
<thead>
<tr>
<th>Name of Expert</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

{day/month/year}

<table>
<thead>
<tr>
<th>Name of authorized</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

Representative of the Consultant
(the same who signs the Proposal)
Section 1.5. Financial Proposal - Standard Forms

Notes to Consultant shown in brackets {} provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form
FIN-2 Summary of Costs
FIN-3 Breakdown of Costs
FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of [Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures], [Insert “including” or “excluding”] of all indirect local taxes in accordance with the requirements of the RFP. The estimated amount of local indirect taxes is [Insert currency] [Insert amount in words and figures] which shall be confirmed or adjusted, if needed, during negotiations. [Please note that all amounts shall be the same as in Form FIN-2].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

Commissions, gratuities, or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

<table>
<thead>
<tr>
<th>Name and Address of Agent(s) / Other Party</th>
<th>Amount and Currency</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[If no payments are made or promised, add the following statement: “No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution.”]

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature (In full and initials): ______________________
Name and Title of Signatory: ______________________
In the capacity of: ______________________
Address: ______________________
E-mail: ______________________
{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

Where the Electronic Procurement Platform is used, the signed document shall be uploaded into the platform.
### FORM FIN-2 SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}</td>
</tr>
<tr>
<td></td>
<td>{Insert Foreign Currency # 1}</td>
</tr>
</tbody>
</table>

**Cost of the Financial Proposal**

Including:

(1) **Remuneration**

(2) **[Reimbursables]**

**Total Cost of the Financial Proposal:**

{Should match the amount in Form FIN-1}

**Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded**

(i) {insert type of tax e.g., VAT or sales tax}

(ii) {e.g., income tax on non-resident experts}

(iii) {insert type of tax}

**Total Estimate for Indirect Local Tax:**
Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 17.5). In the case of Lump-Sum contracts, a breakdown of the Remuneration and Reimbursables is not required.
FIN-3: Staffing Schedule and Breakdown of Costs
(All amounts to be exclusive of indirect taxes, including VAT, which may be chargeable by the Consultant)

[Assignment Title]

[contract currency]

1. Fees:

<table>
<thead>
<tr>
<th>Name of Expert</th>
<th>Job Title</th>
<th>Working Period</th>
<th>In the Field</th>
<th>In Home Office</th>
<th>Total Period</th>
<th>Expert Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Expert name]</td>
<td>[Expert function]</td>
<td>[hours / days / months]</td>
<td></td>
<td></td>
<td>[expert's fee rate per unit]</td>
<td>[total fees of Expert]</td>
<td></td>
</tr>
</tbody>
</table>

Total Fees | [sum of all fees]

2. Per Diem Allowance:

<table>
<thead>
<tr>
<th>Place</th>
<th>Number</th>
<th>Rate Period</th>
<th>Per Diem</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>[indicate location]</td>
<td></td>
<td>[indicate number of nights spent at location]</td>
<td>Days</td>
<td>[Insert applicable Per diem rate]</td>
</tr>
</tbody>
</table>

Total Per Diem | Per diem_total

[A per diem is allowed for each night away from the Home Office. Per diem rates are capped at the per diem rate established by the EU (if the assignment is EU-funded), and are otherwise normally capped at the per diem rate adopted by the UN11]

3. Reimbursable Expenses*

Air Travel: (Full Economy Class or Equivalent)

<table>
<thead>
<tr>
<th>Routing</th>
<th>Air Fare</th>
<th>No. of Flights</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>[List flight route, including changeover stops]</td>
<td>[cost per flight route]</td>
<td>[Insert number of flights per route]</td>
<td>[Insert total cost per route]</td>
</tr>
</tbody>
</table>

Total Air Travel | air travel_total

Local Travel

[Travel from home to departure airport and return, and reasonable local travel when abroad.]

<table>
<thead>
<tr>
<th>Journey</th>
<th>Cost</th>
<th>No. of Journeys</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>[List of journeys]</td>
<td>[cost per journey]</td>
<td></td>
<td>[total per journey]</td>
</tr>
</tbody>
</table>

Total Local Travel | local trav_total

Miscellaneous:

[The list of miscellaneous expenses is for illustration purposes only; not all of the expenses listed below need apply to a given assignment]

| Visas | | |
|-------| [List details – number, if applicable, unit cost, if applicable] | [List total costs per item] |
| Interpretation | | |
| Reports | | |
| Communications | | |

---

11 EU Per Diem Rates are listed on the EU’s website (http://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/index_en.htm); UN Per Diem Rates are available (subscribers only) from the website of the UN's International Civil Service Commission: http://icsc.un.org/sal_dsa.asp.
<table>
<thead>
<tr>
<th>Equipment Purchase</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accommodation (not listed in Per Diem)</td>
<td></td>
</tr>
<tr>
<td>[List other Miscellaneous Expenses]</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Total</td>
<td></td>
</tr>
</tbody>
</table>

*May include indirect taxes, such as VAT which are not otherwise recoverable by the Consultant.

### 4. Contingencies: (utilisation only after prior approval in writing by the Client)

<table>
<thead>
<tr>
<th>TOTAL MAXIMUM CONTRACT AMOUNT (Contract Ceiling Amount)</th>
<th></th>
</tr>
</thead>
</table>

[List total cost of the assignment, exclusive of VAT; this amount should correspond to the financial proposal amount in FIN.1]

[For donor funded assignments only:]

Invoices must be prepared according to the attached Rules for the Preparation of Invoices. Unless otherwise stated, any equipment included in the Contract and purchased by the Consultant shall be disposed of at the end of the Contract as may be directed by the Bank.
PART II - REQUIREMENTS

Section 2.1. Terms of Reference

[Sample structure]

1. Background ________________________________

2. Objective(s) of the Assignment __________________________

3. Scope of Services, Tasks (Components) and Expected Deliverables

   3.1 _______________________
   3.2 [indicate if downstream work is required]
   3.3 [indicate if training is a specific component of the assignment]

4. Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Section 1.3 of the RFP).

5. Reporting Requirements and Time Schedule for Deliverables

   [At a minimum, list the following:
   (a) format, frequency, and contents of reports;
   (b) number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;
   (c) dates of submission;
   (d) persons (indicate names, titles, submission address) to receive them; etc.

If no reports are to be submitted, state here “Not applicable.”]

If the Services consist of or include the supervision of civil works, the following action that require prior approval by the Client shall be added: “Taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.”]

6. Client’s Input and Counterpart Personnel

   (a) Services, facilities and property to be made available to the Consultant by the Client: __________________________ [list/specify]
(b) Professional and support counterpart personnel to be assigned by the Client to the Consultant’s team: _______________________________ [list/specify]

7. ________________________________
PART III - Conditions of Contract and Contract Forms

Foreword

Part II includes the standard Contract forms for Consulting Services. The standard form of contract can accommodate a time-based contract, or a lump-sum contract, or a contract that is part time-based, part lump-sum based.

The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts.