
STANDARD PROCUREMENT DOCUMENTS

Standard Request for Proposals Selection of Consultants



**European Bank
for Reconstruction and Development**

September 2012

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Foreword

1. This Standard Request for Proposals (“SRFP”) has been prepared by the European Bank for Reconstruction and Development (“Bank”) and is based on the Master Procurement Document for Selection of Consultants (“Master Document”). The Master Document was prepared by participating Multilateral Development Banks (“MDBs”) and reflects what are considered “best practices”.
2. This SRFP follows the structure and the provisions of the Master Document, except where specific considerations within the respective institutions have required a change.
3. The text shown in *Italics* is “Notes to the Client”. It provides guidance to the entity in preparing a specific RFP. “Notes to the Client” should be deleted from the final RFP issued to the shortlisted Consultants”.
4. This SRFP can be used with different selection methods described in the EBRD Procurement Policies and Rules (PP&R) and the *[for TC funded assignments insert “Guidelines for Clients Managing Technical Cooperation Consultancy Assignments”; for loan financed assignments insert: “Guidelines for Clients Managing Loan Financed Consultancy Assignments”]* (“Guidelines”), including Quality- and Cost-Based Selection (“QCBS”), Quality-Based Selection (“QBS”), Selection under a Fixed Budget (“FBS”), and Least-Cost Selection (“LCS”). When mandating the use of this SRFP on the implementing agency, however, primary consideration should be given to the complexity and value of the assignment.

The use of this SRFP is not required for contracts with individuals selected from a short list in accordance with paragraph 5.3b of the Bank’s PP&R or for contracts with firms selected from a short list in accordance with paragraph 5.3c of the Bank’s PP&R.

Before preparing a Request for Proposals (RFP) for a specific assignment, the user must be familiar with the EBRD Procurement Policies and Rules (PP&R), and the Guidelines and must have chosen an appropriate method and the appropriate contract form. The SRFP includes two standard forms of contract: one for time-based assignments and the other for lump-sum assignments. The prefaces to these two contracts indicate the circumstances in which their use is most appropriate.

SUMMARY DESCRIPTION

STANDARD REQUEST FOR PROPOSALS

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)

This Section is a template of a letter from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable guidelines or policies of the financing institution that govern the selection and award process.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms for FTP and STP that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: Bank’s Policy – Corrupt and Fraudulent Practices

This Section provides shortlisted consultants with the reference to the Bank’s policy in regard to corrupt and fraudulent practices applicable to the selection process. This Section is also incorporated in the standard forms of contract (Section 8) as Attachment 1.

Section 7: Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8: Standard Forms of Contract

This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

Each standard form of contract incorporates “Bank’s Policy – Corrupt and Fraudulent Practices” (Section 6 of Part I) in a form of Attachment 1.

Subject to prior agreement with the Bank and if the nature of a specific assignment requires this, other forms of contract may be used.

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP 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 when sent to shortlisted firms]

Preface

This Request for Proposals (“RFP”) has been prepared by [insert name of the implementing or executing agency] and is based on the Standard Request for Proposals (“SRFP”) issued by the European Bank for Reconstruction and Development (“the Bank”), dated [Date of Issue of the Request for Proposals].

The SRFP reflects the structure and the provisions of the Master Procurement Document for Selection of Consultants (“Master Document”) prepared by participating Multilateral Development Banks (MDBs), except where specific considerations within the respective institutions have required a change.

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Section 1. Letter of Invitation

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

[insert: Name and Address of Consultant. In case of a Joint Venture (JV), the full name of the JV and the names of each member as in the submitted Expression of Interest shall be used]

Dear Mr./Ms.:

1. [For loan-funded assignments only:] The [insert: Name of Borrower or Client¹] (hereinafter called [select: "Borrower" or "Client"]) has [received] [applied for] financing from the European Bank for Reconstruction and Development (the "Bank") 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], 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/Beneficiary] (the "Client") has been allocated grant funds (the "Grant") from the [name of donor fund] provided by the Government of [Donor country] which are administered by the Bank and executed by the [Client/Recipient/Beneficiary /or name of agency]. The [Name of Client/Recipient/Beneficiary] 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 [Name of Borrower or Client or Recipient] and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the [loan/ financing/grant] agreement. The [loan/ /financing/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 [Borrower/Client/Recipient] shall derive any rights from the [loan /financing/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 7).

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. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

[Insert the list of shortlisted Consultants. If a Consultant is a Joint Venture (JV), the full name of the JV, as in the Expression of Interest, shall be used. In addition, list all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named.]

5. It is not permissible to transfer this invitation to any other firm.
6. A firm will be selected under *[insert: Selection Method: QBS/QCBS/FBS]* 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 European Bank for Reconstruction and Development detailed in the EBRD Procurement Policies and Rules (“PP&R”) and *[for TC funded assignments insert “Guidelines for Clients Managing Technical Cooperation Consultancy Assignments”; for loan financed assignments insert: “Guidelines for Clients Managing Loan Financed Consultancy Assignments”]* (“Guidelines”) which can be found at the following website: www.ebrd.com.
7. The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants and Data Sheet
Section 3 - Technical Proposal (*[select: FTP or STP]*) - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 – Eligible Countries
Section 6 – Bank’s Policy – Corrupt and Fraudulent Practices
Section 7 - Terms of Reference
Section 8 - Standard Forms of Contract (*[select: Time-Based or Lump-Sum]*)

8. Please inform us by *[insert date]*, in writing at *[insert address]*, by facsimile *[insert facsimile number]*, or by E-mail *[insert e-mail address]*, [For TC-funded assignments, add: copying the Bank *[insert CSU Advisor E-mail address]*]:
- (a) that you have received the Letter of Invitation; and
 - (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
9. Details on the proposal’s submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

[Insert: Signature, name, and title of Client’s authorized representative or, for TC-funded assignments: CSU authorized representative]

Section 2. Instructions to Consultants and Data Sheet

[“Notes to the Client”: this Section 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 RFP issued to the shortlisted Consultants].

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “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.
- (c) “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.
- (d) “Bank” means the European Bank for Reconstruction and Development,.
- (e) “Borrower” means the Government, Government agency or other entity that signs the **[loan/grant/financing/project]** agreement with the Bank.
- (f) “Client” means the executing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its **Clause 1** (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

- (j) “Day” means a calendar day.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) “Government” means the government of the Client’s country.
- (m) “Joint Venture (JV)” 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 JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) “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.
- (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (q) “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.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (t) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the

Consultant pursuant to the Contract.

- (v) “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.
- (w) “TORs” (this Section 7 of the RFP) 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 assignment.

[for TC funded assignments only:]

- (x) (i) *"Donor" means the provider of the Grant funds as specified in the Letter of Invitation.*
- (ii) *"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.*

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, 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-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, 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 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 hired 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.

b. Conflicting assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

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 Borrower, or the Client or of a recipient of a part of the [loan /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) 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 shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

**5. Corrupt and
Fraudulent
Practices**

5.1 The Bank requires compliance with its policy in regard to prohibited practices as set forth in Section 6.

5.2 In further pursuance of this policy, the Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit the Bank or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects, , unless otherwise provided in Section 5.

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 Section 5 (if any).

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

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with the EBRD's Enforcement Policies and Procedures ("EPP") 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 debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

(a) as a matter of law or official regulations, the

[Borrower's/Client's/Beneficiary's] country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the [Borrower's/Client's/Beneficiary's] Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

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.

9. Language

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**.

10. Documents Comprising the Proposal

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

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 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 4).

11. Only One

11.1 The Consultant (including the individual members of any

Proposal

Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture 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. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 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.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission 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**

12.4 The Client will make its best effort to complete the 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.

12.5 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.

12.6 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**

12.7 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.

12.8 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 with the prior Bank's no objection.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services, unless otherwise indicated in the **Data Sheet**.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 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 Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-

shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 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.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) 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 **Data Sheet**.

14.1.4 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 **Data Sheet**, and the Financial Proposal shall not exceed this budget.

**15. Technical
Proposal Format
and Content**

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 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 3 of the RFP.

**16. Financial
Proposal**

The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) per diem allowance, (c) reimbursable expenses.

**a. Price
Adjustment**

16.1 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

16.2 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 is provided in the **Data Sheet**.

c. Currency of Proposal 16.3 The Consultant may 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 16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 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 Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture 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.

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

17.4 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.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Assignment Title]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN-UNTIL [insert the date and the time of

the Technical Proposal submission deadline].”

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE** *[insert the time and date of the submission deadline indicated in the Data Sheet]*”.

17.8 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.

17.9 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.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial 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.

18.2 Any attempt by shortlisted Consultants 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 prevailing Bank’s sanctions procedures.

18.3 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 or the Bank on any matter related to the selection process, it should do

so only in writing.

**19. Opening of
Technical Proposals**

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, 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; (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**.

**20. Proposals
Evaluation**

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

**21. Evaluation of
Technical Proposals**

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

**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 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and 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 scores obtained for each criterion and sub-criterion) 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.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee 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. 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 Time-Based contract form is included in the RFP, 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** 24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

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.

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**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

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.

b. Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 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.

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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.

D. Negotiations and Award

28. Negotiations

28.1 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.

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

a. Availability of Key Experts

28.3 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 12 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.

28.4 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.

b. Technical negotiations

28.5 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

28.6 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.

28.7 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 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.

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.

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 a 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; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

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 shortlisted Consultants]

A. General	
ITC Clause Reference	
1 (b)	<i>[Notes to Client: insert the country if it is other than the Client’s country. Please note that the country of the Applicable Law in the contract form should then be the same]</i>
2.1	<p>Name of the Client: _____</p> <p>_____</p> <p>Method of selection: [QBS / QCBS / FBS] as per Applicable Guidelines: EBRD Procurement Policies and Rules ("PP&R") dated May 2010 and <i>[for TC funded assignments insert “Guidelines for Clients Managing Technical Cooperation Consultancy Assignments”, dated November 2011; for loan financed assignments insert: “Guidelines for Clients Managing Loan Financed Consultancy Assignments, dated October 2012”]</i></p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes ____ No ____</p> <p>The name of the assignment is: [insert Assignment Title] _____</p>
2.3	<p>A pre-proposal conference will be held: Yes __ or No __</p> <p><i>[If “Yes”, fill in the following:]</i></p> <p>Date of pre-proposal conference: _____</p> <p>Time: _____</p> <p>Address: _____</p> <p>Telephone: _____ Facsimile: _____</p> <p>E-mail: _____</p> <p>Contact person/conference coordinator: [insert name and title] _____</p> <p>_____</p>
2.4	The Client will provide the following inputs, project data, reports, etc. to

	<p>facilitate the preparation of the Proposals: _____</p> <p>[list or state “N/A” if none]</p> <p>_____</p>
4.1	<p>[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 shortlisted Consultants]</p>
6.3.1	<p>A list of debarred firms and individuals is available at the Bank’s external website: http://www.ebrd.com/pages/about/integrity/list.shtml .</p>
<p>B. Preparation of Proposals</p>	
9.1	<p>For sovereign operations use the following:</p> <p>This RFP has been issued in the [choose one of the Bank’s working languages (currently: English, Russian, French, German)] language.</p> <p><i>[The Bank may require that the RFP also be prepared in another working language of the Bank which shall be specified in the RFP as the governing language. If the RFP is issued in two languages as agreed with the Bank, add:</i></p> <p>In addition, the RFP is translated into _____ [insert another working language as required by the Bank] language. This translation shall be the governing language of the RFP.]</p> <p>Proposals must be submitted and all correspondence exchange shall be in the language or the languages of the RFP.</p> <p>For sub-sovereign operations use the following:</p> <p>This RFP has been issued in [English OR the local language or other commercially accepted language and English] language[s].</p> <p><i>[If the RFP is issued in two languages as agreed with the Bank, add:</i> The Bank will determine on the basis of the English language documentation whether procurement has been carried out in accordance with the agreed procedures.]</p> <p>Proposals must be submitted and all correspondence exchange shall be in the language or the languages of the RFP.</p>

10.1	<p>The Proposal shall comprise the following:</p> <p>For FULL TECHNICAL PROPOSAL (FTP): 1st Inner Envelope with the Technical Proposal:</p> <table> <tr><td>(1)</td><td>Power of Attorney to sign the Proposal</td></tr> <tr><td>(2)</td><td>TECH-1</td></tr> <tr><td>(3)</td><td>TECH-2</td></tr> <tr><td>(4)</td><td>TECH-3</td></tr> <tr><td>(5)</td><td>TECH-4</td></tr> <tr><td>(6)</td><td>TECH-5</td></tr> <tr><td>(7)</td><td>TECH-6</td></tr> </table> <p>OR</p> <p>For SIMPLIFIED TECHNICAL PROPOSAL (STP): 1st Inner Envelope with the Technical Proposal:</p> <table> <tr><td>(1)</td><td>Power of Attorney to sign the Proposal</td></tr> <tr><td>(2)</td><td>TECH-1</td></tr> <tr><td>(3)</td><td>TECH-4</td></tr> <tr><td>(4)</td><td>TECH-5</td></tr> <tr><td>(5)</td><td>TECH-6</td></tr> </table>	(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	(1)	Power of Attorney to sign the Proposal	(2)	TECH-1	(3)	TECH-4	(4)	TECH-5	(5)	TECH-6
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(3)	TECH-4																								
(4)	TECH-5																								
(5)	TECH-6																								
10.2	<p>Statement of Undertaking is required: Yes _____, or No _____ <i>[If Yes, make sure to include paragraph (e) in Form TECH-1]</i></p>																								
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes</p>																								
12.1	<p>Proposals must remain valid for <i>[insert a number: normally between 30 and 90 days]</i> calendar days after the proposal submission deadline (i.e., until: <i>[insert the date]</i>).</p>																								
13.1	<p>Clarifications may be requested no later than 30 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>_____</p> <p>Facsimile: _____ E-mail: <i>[For TC-funded assignments: A copy of the request for clarifications shall be sent to: <i>[Insert coordinates of the CSU Advisor]</i>]</i></p>																								

14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes</p> <p>(b) other shortlisted Consultants: Yes _____ or No _____</p>
<p>14.1.2 [do not use for Fixed Budget method]</p>	<p><i>[If not used, state “Not applicable”. If used, insert the following:]</i></p> <p>Estimated input of Key Experts’ time-input : _____ [person-months / person-days].</p> <p>[OR]</p> <p>Estimated total cost of the assignment: [Insert Cost Estimate]</p> <p>Indicate only either time input (in person-month) or total cost, but not both!</p>
<p>14.1.3 [for time-based contracts only]</p>	<p><i>[If not used, state “Not applicable”. If used, insert the following:]</i></p> <p>The Consultant’s Proposal must include <u>the minimum</u> Key Experts’ time-input of _____ : _____ [person-months / person-days].</p> <p>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:</p> <p>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.].</p>
<p>14.1.4 and 27.2 [use for Fixed Budget method]</p>	<p><i>[If not used, state “Not applicable”. If used, insert the following:]</i></p> <p>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.</p>
15.2	<p>The format of the Technical Proposal to be submitted is: FTP _____ or STP _____ <i>[check the applicable format]</i></p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>

16.1	No Sample list.
16.2	<p>A price adjustment provision applies to remuneration rates: Yes _____ or No _____</p> <p><i>[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.]</i></p> <p><i>[If “Yes”, specify whether it applies to foreign and/or local inflation]</i></p>
16.3	<p><i>[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].</i></p> <p><i>[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]. “</i></p> <p><i>[If the Client is not in a position to determine the Consultant’s tax obligations in the Client’s country, insert the following:]</i></p> <p>The Consultant and its Sub-consultants and Experts are responsible to determine their tax obligations in the Client’s country.</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies: [Insert Currency]</p> <p><i>[Notes to Client: the default currency to be inserted is 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.]</i></p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes _____ or No _____</p>
C. Submission, Opening and Evaluation	
17.1	<p>The Consultants <i>[insert “shall” or “shall not”]</i> shall not have the option of submitting their Proposals electronically.</p> <p><i>[If “Yes”, insert: The electronic submission procedures shall be: [describe the submission procedure.]</i></p>

17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and _____ <i>[Insert number]</i> copies;</p> <p>(b) Financial Proposal: one (1) original and _____ copies</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: _____ <i>[Insert day/month/year [for example, 15 January 2011]]</i></p> <p>Time: _____ <i>[insert time in 24h format, for example, “16:00 local time”]</i></p> <hr/> <p><i>[If appropriate, add translation of the warning marking [“Do not open....”] in the national language to the outer sealed envelope]</i></p> <p>The Proposal submission address is: _____</p> <hr/> <p><i>[For Grant-funded assignments only:] A copy of the Technical and Financial Proposal shall be addressed to:</i></p> <p>[CSU Advisor's coordinates]</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at:</p> <p><i>[Insert: “same as the Proposal submission address” OR insert and fill in the following:</i></p> <p>Street Address: _____</p> <p>Floor, room number _____</p> <p>City: _____</p> <p>Country: _____</p> <p>Date: _____ <i>[same as the submission deadline indicated in 17.7.]</i></p> <p>Time: _____ <i>[insert time in 24h format, for example – “16:00 local time”]</i></p> <p><i>[The time should be immediately after the time for the submission deadline.]</i></p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals _____ <i>[insert “N/A” or state what additional information will be read out and recorded in the opening minutes].</i></p>

21.1*[for FTP]*

Criteria	Weight	Min. Technical Score (% of max.)
(a) Consultant's relevant professional experience: <ul style="list-style-type: none"> experience in similar assignments [50%] experience in similar locations [30%] structure, organization, capacity of Consultant [20%] [other] 	[0-15]	-
(b) Quality of the methodology proposed for the Assignment: <ul style="list-style-type: none"> understanding of assignment [20%] approach and methodology [20%] work plan and team assignments [60%] [other] 	[20-35]	[60-70]
(c) Qualifications of Key Experts: <i>[list the Key Experts who will be evaluated:]</i> [50-75] [60-70] <ul style="list-style-type: none"> [60%] [40%] <p>Each of the Key Experts listed above will be evaluated as follows:</p> <ul style="list-style-type: none"> general qualifications [5%-10%] specific experience and expertise related to their task [50%-70%] experience in region [10%-20%] regular staff experts [5%-10%] [other: language, IT capability, etc] 	[50-75]	[60-70]
(d). Other factors <ul style="list-style-type: none"> local participation local presence back-up capacity quality assurance training/transfer of know how 	[0-5]	

	<table border="1"> <tr> <td>TOTAL</td><td>100</td><td>[70-80]</td></tr> </table> <p>The minimum technical score (St) required to pass is: <i>[Insert number]</i> <i>[Notes to Client: the indicative range is 70 to 85 on a scale of 1 to 100; if minimum technical scores apply to sub-criteria, insert the sub-criterion and the number]</i></p> <p>The minimum technical score (St) required to pass is: ____ <i>[Insert number]</i></p>	TOTAL	100	[70-80]
TOTAL	100	[70-80]		
23.1	<p>An online option of the opening of the Financial Proposals is offered: Yes ____ or No ____.</p> <p><i>[If yes, insert “The online opening procedure shall be: [describe the procedure for online opening of Financial Proposals.]”]</i></p>			
25.2	<p><i>[Choose One Option:</i></p> <p>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 withhold and paid by the Client on behalf of the Consultant.</p> <p>OR</p> <p>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.”]</p>			
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <i>[indicate local currency or fully convertible foreign currency]</i> _____</p> <p>The official source of the selling (exchange) rate is: _____</p> <p>The date of the exchange rate is: _____ <i>[The date shall not be earlier than four (4) weeks prior to the deadline for</i></p>			

	<i>submission of proposals and no later than the date of the original validity of Proposals.]</i>
27.1 [a.QCBS only]	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Bank]</i></p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = _____ [Insert weight:], and P = _____ [Insert weight:]</p> <p>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: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	Expected date and address for contract negotiations: To Be Determined after the completion of the evaluation of proposals
30.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: www.ebrd.com</p> <p>The publication will be done within <i>[insert number of]</i> days after the contract signing.</p>
30.2	<p>Expected date for the commencement of the Services: Date: _____ [Insert month and year] at: _____ [Insert location]</p>

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST

Required for FTP or STP[*], (v)		FORM	DESCRIPTION	Page Limit
FTP	STP			
v	v	TECH-1	Technical Proposal Submission Form.	
“v” If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“v” If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
v		TECH-2	Consultant’s Organization and Experience.	
v		TECH-2A	A. Consultant’s Organization	
v		TECH-2B	B. Consultant’s Experience	
v		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
v		TECH-3A	A. On the Terms of Reference	
v		TECH-3B	B. On the Counterpart Staff and Facilities	
v	v	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
v	v	TECH-5	Work Schedule and Planning for Deliverables	
v	v	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL 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 Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

{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 JV is already formed, “of the JV agreement”] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

AND/OR

If the Consultant’s 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 the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to prohibited practices as per ITC 5.
- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (f) Except as stated in the Data Sheet, Clause 12.1, 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 ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) 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 Data Sheet.

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 JV'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.}

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 in the last [.....] years.
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.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ or EURO)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mil/US\$0.5 mil}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....”: drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

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 (for FTP and STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5)												
	6) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												
n													

- 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 (for FTP and STP)

Team Composition, Assignment and Key Experts' inputs

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3		D-...		Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 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.

- 3 “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 (Continued)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

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.}*

Period	Employing organization and your title/position. Contact infor for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

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

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 }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

Section 4. 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

[*For loan-funded assignments:*]

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

[*For grant-funded assignments:*]

FIN-3/4 Breakdown of Costs

[*Subject to prior agreement with the Bank, “FIN-3/4 Breakdown of Costs” can also be used for loan-funded assignments.*]

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 Clause 25.2 in the Data Sheet. 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, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

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:

Name and Address of Agent(s) / Other Party	Amount and Currency	Purpose

{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}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
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}				
<u>Total Estimate for Indirect Local Tax:</u>				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

[For loan-funded assignments only:]
FORM FIN-3 BREAKDOWN OF REMUNERATION [*]

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration _____								
No.	Name ²	Position (as in TECH-6)	Person-month Remuneration Rate ⁴	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
_____	Key Experts _____							
K-1	_____	_____	[Home]	_____	_____	_____	_____	_____
	_____	_____	[Field]	_____	_____	_____	_____	_____
K-2	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
_____	Non-Key Experts _____							
N-1	_____	_____	[Home]	_____	_____	_____	_____	_____
N-2	_____	_____	[Field]	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	Total Costs				_____	_____	_____	_____

[For loan-funded assignments only:]

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. [Reimbursable] _____								
N°	Type of [Reimbursable Expenses]	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
—	{e.g., International flights}	{Ticket}						
—	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{e.g., reproduction of reports}							
	{e.g., Office rent}							
							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

FIN-3/4: 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 :

Name of Expert	Job Title	Working Period	In the Field	In Home Office	Total Period	Expert Rate	Total
[Expert name]	[Expert function]	[hours / days / months]				[expert's fee rate per unit]	[total fees of Expert]
Total Fees							[sum of all fees]

2. Per Diem Allowance:

Place	Number	Rate Period	Per Diem	Total
[indicate location]	[indicate number of nights spent at location]	Days	[Insert applicable Per diem rate]	[Insert total amount for location]
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 UN²]

3. Reimbursable Expenses*

Air Travel: (Full Economy Class or Equivalent)

Routing	Air Fare	No. of Flights	Total
[List flight route, including changeover stops]	[insert unit cost per flight route]	[insert number of flights per route]	[Insert total cost per route]
Total Air Travel			air travel_total

² 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.

Local Travel

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

Journey	Cost	No. of Journeys	Total
<i>[List of journeys]</i>	<i>[cost per journey]</i>		<i>[total per journey]</i>
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	<i>[List details – number, if applicable, unit cost, if applicable]</i>	<i>[List total costs per item]</i>
Interpretation		
Reports		
Communications		
Equipment Purchase		
Accommodation (not listed in Per Diem)		
<i>[List other Miscellaneous Expenses]</i>		
Miscellaneous Total		

*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)	
---	--

TOTAL MAXIMUM CONTRACT AMOUNT (Contract Ceiling Amount)	<i>[List total cost of the assignment, exclusive of VAT; this amount should correspond to the financial proposal amount in FIN-1]</i>
--	---

[For TC funded assignments only:]

Invoices must be prepared according to the attached Rules for the Preparation of Invoices. The Bank and the Client shall not be responsible for delays in paying invoices if the Consultant's invoices do not comply with the attached Rules. 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.

RULES FOR THE PREPARATION OF INVOICES

The following points shall be observed when submitting invoices for payment.

- **All invoices except for the advance payment shall be addressed and sent to:**

The original invoice and supporting documentation shall be sent to the Client at:

[client name and address]

With a copy sent simultaneously to the Bank at:

Invoice Control

European Bank for Reconstruction and Development
One Exchange Square
London EC2A 2JN
UK

The Consultant should note that the copy of the invoice sent to the Bank is for its information only. The Consultant should be aware that the Bank will not be authorised to release payment for the invoice until the original invoice is approved and forwarded to the Bank by the Client.

The Invoice for the advance payment should be addressed and sent directly to EBRD for payment.

- The Contract number and **commitment number** shall be quoted on the invoice.
- Invoices shall be marked to show the Consultant's business address, invoice number and date. The name and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice.
- The Bank will only make payments after (i) an original signed copy of the Contract has been sent to the Consultancy Services Unit (ii) submission of original invoices and original supporting receipts (no faxes or copies shall be acceptable) and (iii) confirmation from the Client that the invoice is in order.
- Invoice payments will be made by direct transfer to a bank account.
- Full details of the bank account where payment shall be made must be supplied on the invoices, including currency of the account.
- Period during which Services were performed must be stated.
- Invoices shall be itemised in the order set out in Schedule B.
- Fees and per diem allowances must be invoiced as per Clause 3.04 of the Contract.
- Exchange rates should be stated in the invoice.
- Any change to the Contract necessitating an amendment to the Contract should be completed prior to submission of an invoice.
- The last of the invoices (or, as the case may be, the only invoice) issued by the Consultants for the Services shall be called the "Final Invoice" and shall be indicated as

such. The Final Invoice shall not be issued until all the Consultant's obligations for performing the Services have been fulfilled and the Client has confirmed completion of the Services. The "Final Invoice" must be submitted within three months of the completion of the Services or the expiry date of the Contract.

- Reimbursable expenses, including Air Travel, Local Travel and Miscellaneous costs must be invoiced in the currency of the Contract, according to Clause 3.02 of the Contract. For reimbursement of air travel costs, original ticket stubs must be submitted, together with boarding cards and travel agency receipts. Exchange rates for reimbursable expenses should be stated in the invoice. Conversions shall be made at the rates published in the Financial Times on the first Monday of the relevant month (the month that the invoice was prepared) if it is convertible or against submission of evidence of the exchange rate applied when purchasing local currency for the corresponding reimbursable expenses. **OR FOR EU-FUNDED:** Exchange rates for reimbursable expenses should be stated in the invoice. Conversions shall be made at the rates published in the European Union's Official Journal or obtained from the following web site: <http://europa.eu.int/comm/budget/inforeuro/en/index.htm> or against submission of evidence of the exchange rate applied when purchasing local currency for the corresponding reimbursable expenses. Per diem rates can be obtained from http://europa.eu.int/comm/europeaid/perdiem/index_en.htm.
- A numbered list detailing each reimbursable item shall be submitted, with correspondingly numbered original receipts for each item attached.
- Purchase of goods will be subject to the Bank's Procurement Policies and Rules in particular paragraphs 3.12 and 3.13. **Where the Contract is EU funded, the goods must be of EU origin or originate from the beneficiary states of the relevant programme in compliance with EU Procurement Policies and Rules.**
- Any applicable indirect tax, including VAT chargeable by the Consultant shall be separately itemised on the invoices; such amounts shall not be paid with the Grant funds by the Bank and shall be recoverable directly from the Client.
- Any questions regarding these Rules should be addressed to the Senior Budget Officer, The Consultancy Services Unit, telephone: + 44 20 7338 6927.

Section 5. Eligible Countries

For the purpose of **ITC6.1**:

[Notes to Client: list exceptions, if applicable, and as agreed with EBRD for the specific selection. If none, state – “no exceptions”]

In reference to ITC6.3.2, for the information of shortlisted 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”]*

Section 6. Bank Policy – Corrupt and Fraudulent Practices

[“Notes to the Client”: this Section 6 shall not be modified]

1.1 The Bank requires that Clients (including beneficiaries of Bank-financed operations), as well as tenderers, suppliers, contractors, subcontractors, concessionaires, Consultants, Sub-consultants, and Experts under Bank financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.

Consultants are responsible for making sure that no person or entity contemplated by the Proposal, including without limitation member of a Joint Venture, suppliers, contractors, subcontractors, concessionaires, and Consultants, Sub-consultants, and Experts is, as at the relevant date, ineligible pursuant to the Bank’s Enforcement Policy and Procedures (EPPs) to become a Bank Counterparty (as defined in the EPPs) [footnote 1: The EPPs are located at <http://www.ebrd.com/downloads/integrity/epp.pdf>] [footnote 2: A list of all ineligible persons and entities is located at <http://www.ebrd.com/pages/about/integrity/list.shtml>]

The contemplation in a proposal of an ineligible Bank Counterparty shall result in the immediate rejection of the proposal.

The Bank defines the terms set forth below as Prohibited Practices (each a Prohibited Practice):

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” 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;
- (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
- (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award or implementation of a Bank-financed consultancy services contract in the context of a Bank Project (as defined in the EPPs) or any finding of a Prohibited Practice by either a final judgment of a judicial process in a Member of the Bank or a finding by the enforcement (or similar) mechanism of another international organization shall be dealt with in accordance with the provisions of the EPPs.

A finding of a Prohibited Practice in accordance with the Bank's EPPs may result in one or more of the following actions:

- (i) Rejection of a proposal for award of a consultancy services contract to the person or entity (and any of its affiliates as defined in the EPPs, "Affiliates") found to have committed the Prohibited Practice(s);
- (ii) Cancellation of a portion of Bank finance allocated to the person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s) in respect of a consultancy services contracts;
- (iii) Issuance of a formal "Letter of Reprimand" to the person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s);
- (iv) Declaration that the person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s) is ineligible, either indefinitely or for a stated period of time, to become a Bank Counterparty in any new Bank Project (as those terms are defined in the Bank's EPPs); such debarment may also be with conditional release, that is subject to conditional reinstatement pursuant to which the period of debarment is reduced or terminated if the person or entity debarred demonstrates compliance with specified conditions such as the introduction and/or implementation of corporate compliance or ethics programmes;
- (v) A declaration of Conditional Non-Debarment pursuant to which the person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s) is required to comply, within stated time periods, with certain remedial, preventative or other measures as a condition to avoid debarment. In the event the persons or entity(ies) fail(s) to demonstrate its (their) compliance with the prescribed conditions within the time periods established, a debarment would automatically become effective either indefinitely or for a stated period of time;
- (vi) A declaration of Debarment with Conditional Release, pursuant to which the person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s) is declared ineligible for a stated period of time subject to conditional reinstatement pursuant to which the period of debarment is reduced or terminated if the person or entity (and nay of its Affiliates) found to have committed the Prohibited Practice(s) demonstrates compliance with specified conditions such as the introduction and/or implementation of corporate compliance and ethics programs;
- (vii) The person or entity (and any of its Affiliates) found to have committed the Prohibited Practice(s) is (are) ordered to make restitution of the diverted funds to any other party.

Clients and Consultants awarded a Bank-financed consultancy services contract shall promptly notify the Bank if they obtain any information regarding suspected Prohibited Practice in respect to the Bank-financed consultancy services contract. Provisions to this effect shall also be included in any subcontract to be awarded by the Bank-financed Consultant.

1.2 Clients and Consultants awarded a Bank-financed consultancy services contract shall: fully cooperate in good faith with a Bank investigation into an alleged Prohibited Practice carried out pursuant to the EPPs; promptly furnish to the Bank such information as the Bank reasonably requests; and permit the Bank or its representative to have access to the books and account and records as may be relevant for such investigation. Provisions to this effect shall also be included in any subcontract to be awarded by the Bank-financed Consultant.

Section 7. Terms of Reference

[Sample structure: insert MDB specific or leave blank]

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 Data Sheet 21.1 of the ITC)

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. _____

Section 8. Conditions of Contract and Contract Forms

Foreword

Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) included in the Master Document for Selection of Consultants prepared by participating Multilateral Development Banks (MDBs).

1. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.
2. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.

The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts above a monetary threshold established by the each MDB. These standard Contract templates should be used for consulting services assignments estimated to cost EUR300,000 equivalent or more unless otherwise approved by the Bank.