**SELECTION OF CONSULTANTS**

**TWO STAGE OPEN COMPETITIVE SELECTION**

**REQUEST FOR EXPRESSIONS OF INTEREST**

**Instructions to Consultants (ITC)**

**Two-Stage Open Competitive Selection**

**1st Stage - Request for Expressions of Interest**

**Instructions to Consultants**

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| **1. Definitions** | 1. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. 2. “Applicable Guidelines” means the policies of the European Bank for Reconstruction and Development governing the selection and Contract award process. 3. “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 **Notice**, as they may be issued and in force from time to time. 4. “Bank” or “EBRD” means the European Bank for Reconstruction and Development*.* 5. “Recipient” means the Government, Government agency or other entity that signs the loan, grant, financing or project agreement with the Bank. 6. “Client” means the executing agency that signs the Contract for the Services with the selected Consultant. 7. “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. 8. “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Contract Form (the General Conditions of Contract (“GCC”), the Special Conditions of Contract (“SCC”), and the Appendices). 9. “Day” means a calendar day. 10. "Disclosure Actions" means such action as defined in the Bank's Enforcement Policy and Procedures. 11. "Donor" means the provider of the Grant funds as specified in the Data Sheet. 12. “Electronic Procurement Platform” in these documents refers to the EBRD Client e-Procurement Portal (ECEPP) provided by the EBRD for use of its clients (or any replacement thereof). 13. "Enforcement Actions" means such action as defined in the Bank's Enforcement Policy and Procedures. 14. "Enforcement Policy and Procedures" means the Bank’s Enforcement Policy and Procedures, as amended from time to time, and any policy or procedures adopted by EBRD, as a successor to or replacement of such policy and procedures (which can be downloaded from the following weblink: <https://www.ebrd.com/news/publications/policies/enforcement-policy-and-procedures.html>). 15. “EoI” means an Expression of Interest, by which consultants express their interest to be shortlisted to be invited to submit a proposal for performing the Services. 16. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). 17. “Government” means the government of the Client’s country. 18. "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. 19. "Joint Venture, Consortium or Association (“JVCA”)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JVCA, and where the members of the JVCA are jointly and severally liable to the Client for the performance of the Contract. 20. “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. 21. “ITC” means the Instructions to Consultants that provide~~s~~ the Consultants with all information needed to prepare their Expressions of Interests. 22. “LOI” means the Letter of Invitation issued by the Client to the Consultants. 23. "Mutual Enforcement Institution" has the meaning as defined in the Bank’s Enforcement Policy and Procedures; 24. “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. 25. "Notice" is the procurement notice published on the EBRD’s website and other channels, if applicable, which invites consultants to submit Expressions of Interest or Proposals, as the case may be. 26. "Project Complaints Mechanism" means the accountability mechanism of the Bank as set forth under the Project Complaint Mechanism (PCM) Rules of Procedure dated May 2014, as such rules may be amended, supplemented or replaced from time to time; 27. “Prohibited Practices” has the meaning as defined in the Enforcement Policy and Procedures. 28. “Services” means the work to be performed by the Consultant pursuant to the Contract. 29. “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. 30. "Third Party Finding" has the meaning as defined in the Bank’s Enforcement Policy and Procedures. . 31. “TORs” means the Terms of Reference that explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the Services. |
| **2. Conflict of Interest** | 2.1. 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.  2.2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract by the Client, and/or sanctions by the Bank.  2.2.1. Without limitation on the generality of the foregoing, the Consultant shall not be short-listed 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 contracted for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client. |
| **c. Conflicting relationships** | (iii) Relationship with the Client’s staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Recipient, or the Client or of a recipient of a part of the loan or grant who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.  (iv) Relationship with the Client: a Consultant cannot be an affiliate of the Client unless it can be demonstrated that there is not a significant degree of common ownership, influence or control between the Client and the Consultant and that the Consultant would not be placed in a position where its judgement in the execution of the assignment may be biased. |
| **3. Unfair Competitive Advantage** | 3.1. 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 make available to all Consultants together with this ITC all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants. |
| **4. Prohibited Practices** | 4.1. The Bank requires that Recipients (including beneficiaries of Bank-financed operations) , as well as tenderers, suppliers, sub-suppliers, contractors, subcontractors, concessionaires, consultants and sub-consultants under Bank financed contracts, observe the highest standard of transparency and integrity during the procurement, execution, and implementation of such contracts.  4.2. The Recipients (including beneficiaries of Bank-financed operations), as well as tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices with respect to the procurement, award, or execution of the Contract .  4.3. The Bank may declare the Contract to be ineligible for financing, and the Bank may take any of the Enforcement Actions and Disclosure Actions set out in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:  (a) the Recipient (including beneficiaries of Bank-financed operations), tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract.  (b) a Third Party Finding has sufficient relevance and seriousness for the Bank to warrant Enforcement Actions and Disclosure Actions against entities or individuals  4.4. In accordance with the Enforcement Policy and Procedures, the Bank may enforce debarments from Mutual Enforcement Institutions by declaring entities or individuals ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract.  4.5. In contracts financed by the Bank the Bank requires a provision mandating tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants to permit the Bank or persons appointed by the Bank to inspect the premises where the Service are being performed and / or to inspect their assets, books, accounts and records relating to the Contract and to have such assets, books, accounts and records audited by auditors appointed by the Bank if required by the Bank.  The tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants shall require their officers, directors, employees or agents with knowledge of the Contract to respond to questions from the Bank and to provide to the Bank any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the Bank’s monitoring and evaluation of the Contract and to enable the Bank to examine and address any project-related complaints made under the Bank’s Project Complaint Mechanism.  The tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants shall maintain all books, documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract. |
| **5. Eligibility** | 5.1. The Bank permits consultants (individuals and firms, including JVCAs and their individual members) from all countries to offer consulting services for Bank-financed projects, unless otherwise provided in the **Notice**.  5.2. Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the **Notice**.  5.3. As an exception to the foregoing Clauses 6.1 and 6.2 above: |
| **a. Debarments** | 5.3.1. If pursuant to the Bank’s Enforcement Policy and Procedures, a firm or an individual is debarred by the Bank or in relation to whom the Bank has enforced a debarment from a Mutual Enforcement Institution (see Clause 5.3 and 5.4 above), such firm or individual shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of firms and individuals ineligible to be awarded Bank-financed contracts is available at the electronic address specified in the **Notice**. |
| **b. Prohibitions** | 5.3.2. A Firm or individual shall be excluded from participation in a procurement process or resulting contract award, if so indicated in the **Notice** or:   1. it has been convicted of an intentional crime, or an affiliate of the firm has been convicted of an intentional crime, and any such criminal conviction is final in the relevant national jurisdiction, with no more than ten years having lapsed between the date on which the criminal conviction became final and the date of eligible assessment, and the Bank concludes that the judicial proceedings provided for adequate due process acceptable to the Bank; 2. it is prohibited under relevant national law from entering into commercial relations with the Client, provided the prohibition relates to a Prohibited Practice, which had been determined through judicial or administrative proceedings with adequate due process acceptable to the Bank; 3. any import of goods from the Participant’s country or any payments to persons or entities in that country are prohibited by sanctions imposed by a resolution of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. |
| **6. Only One Response** | 6.1. The Consultant (including the individual members of any JVCA) shall submit only one EoI, either in its own name or as part of a JVCA in another Expression of Interest. If a Consultant, including any Joint Venture member, submits or participates in more than one EoI, all such responses shall be disqualified and rejected. For the purpose of this Article a sub-consultant is not considered to be participating in a EoI. |
| **7. Clarification** | 7.1. Any request for clarification must be in writing to the Contact Persons indicated in the Notice and be received no later than 15 days prior to submission deadline. Should the Client deem it necessary to amend the invitation documents as a result of a clarification, it shall do so following the procedure described below:  7.1.1. At any time before the Expression of Interest submission deadline, the Client may amend the Notice by issuing an amendment in writing or by electronic means as specified in the **Notice**. The amendment will be binding on all Consultants.  7.1.2. If the amendment is substantial, the Client may extend the submission deadline to give the Consultants reasonable time to take an amendment into account in their Expression of Interest.  7.2. The Consultant may submit a modified EoI or a modification to any part of it at any time prior to the EoI submission deadline. No modifications to the EoI shall be accepted after the deadline. |
| **8. Confidentiality** | 8.1. From the EoI submission deadline to the time that either the shortlist is notified to the Consultant and shortlisted Consultants are invited to submit proposals, the Consultant should not contact the Client on any matter related to its EoI. Information relating to the evaluation of EoIs and shortlisting recommendations shall not be disclosed to the Consultants who submitted the EoI or to any other party not officially concerned with the process, until the results are communicated by the Client.  8.2. Any attempt by the Consultant or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the EoI, or shortlisting decisions may result in the rejection of its EoI, and may be subject to the application of the Bank’s prevailing sanctions procedures.  8.3. Notwithstanding the above provisions, from the EoI submission deadline to the time of shortlisting, if a Consultant wishes to contact the Client on any matter related to the selection process, it may do so only in writing or via the Electronic Procurement Platform, as applicable. |
| **9. Documents Comprising the Expression of Interest** | 9.1. The Expression of Interest shall comprise the documents and information required in the **Notice**. The Consultant is expected to submit an Expression of Interest, providing all required information using either the forms provided, or forms that substantially contain the same information.  9.2. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Expression of Interest and, if shortlisted and awarded, Contract execution in the comments section of the Consultant Declaration. |
| **10. Preparation of Expressions of Interest – Specific Considerations** | 10.1. A Consultant may associate with other consultants in the form of a JVCA or as Sub-consultants, if, while preparing the EoI, the Consultant considers that this may enhance its expertise for the assignment |
| **11. Format and Content of the Expression of Interest** | 11.1 An EoI shall not include any information on the price of the Services. An Expression of Interest containing information on the price of the Services shall be declared non-responsive.  11.2. The Consultant is expected to submit an Expression of Interest, providing all required information in accordance with the **Notice**. |
| **12. Submission, Sealing, and Marking of Expressions of Interest** | 12.1. The submission can be done, in writing by e-mail to the e-mail address listed in the **Notice**, or, if specified in the **Notice**, the Consultant shall submit its Expressions of Interest electronically in accordance with such instructions or processes as are provided by the Electronic Procurement Platform. In the event of inconsistencies between the requirements in the Notice and the requirements of the Electronic Procurement Platform, the requirements of the Electronic Procurement Platform shall take precedence.  12.2. The Consultant is not permitted to alter or modify its Expression of Interest in any way after the Expression of Interest submission deadline. While evaluating the Expressions of Interest, the Client will conduct the evaluation solely on the basis of the submitted Expression of Interests. |
| **13. Evaluation of Expressions of Interest and Shortlisting** | 13.1. The Client shall evaluate the Expressions of Interest received before the EoI submission deadline on the basis of their responsiveness to the invitation to submit EoIs, applying the evaluation criteria, sub-criteria, and point system specified in the **Notice**. EoIs received by the Client after the EoI submission deadline shall be rejected. Each responsive Expression of Interest will be given a technical score. An EoI shall be rejected at this stage if it does not respond to important aspects of the invitation. |
| **14. Shortlisting** | 14.1. A shortlist shall be established on the basis of the scored Expressions of Interest. The shortlist shall normally include no fewer than three and no more than six qualified and experienced consultants. The list shall comprise a wide geographic spread of consultants, including wherever possible at least one qualified consultant from one of the Bank’s countries of operations and no more than two from any one country.  14.2. The shortlisted consultants shall be invited to submit a proposal.  14.3. At the same time as inviting the shortlisted consultants, the Client shall notify all consultants who were not shortlisted of the result of the evaluation of the Expressions of Interest, including (i) the names and nationalities of all consultants that have been shortlisted; and (ii) where applicable, the reasons for not being shortlisted. After such notification, consultants who were not shortlisted may request in writing to the Client for a debriefing seeking further explanations on the grounds on which they were not shortlisted. Upon receiving such a request, the Client shall promptly, and in any case within two weeks, arrange a debriefing. |