**Consultant Declaration, Contact Sheet, and Forms**

**All Expressions of Interest must be accompanied by the following declaration (the “Consultant Declaration”) and the covenant of integrity which must be signed by an authorised representative of the Consultant along with the Contact Sheet on the last page.**

If the Expression of Interest is submitted on behalf of a consortium or otherwise includes more than one legal entity, then the Consultant Declaration is to be submitted by the lead firm on behalf of all firms or individuals involved. All references to the “Consultant” below shall be deemed to include all entities participating in the Expression of Interest to which it relates.

The highlighted sections of the Consultant Declaration should be completed and signed. Scanned versions of the signed declaration will be acceptable. The document may be submitted as part of the Expression of Interest or as an additional document.The Contact Sheet must also be completed by the lead firm.

**Failure to submit the Consultant Declaration or the Contact Sheet will result in the rejection of the Expression of Interest. If the Consultant is unable to confirm its unconditional acceptance of any point on the Consultant Declaration, it must explain why in the comments box provided.**

(Default)

FORM TECH-1

Consultant Declaration

**[***Instructions to Client: use this default attachment 1 unless the conditions for the use of one of the Variant attachments, indicated in each of the Variants, are met. If a Variant is used, delete this Default version from the EOI package.*]

To: \_\_\_\_\_\_(***insert name of Recipient/Client***)\_\_\_\_\_\_\_

**Consultant Declaration**

In response to the procurement notice for [*insert assignment title, selection ID*] (the “Assignment”), we, [*insert name of lead or sole entity*], are hereby submitting an expression of interest for the Assignment.

We are making this application on behalf of ourselves and the following entities (the “Consultant”) for this Assignment:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Name(s) of legal entity or entities making this application** | **Nationality (country where entity is registered or resides)** | **Subcontractor or Consortium member/ Joint Venture Partner**  |
| **Lead** |  |  |  |
| **Member\*** |  |  |  |
| **Member\***  |  |  |  |

\* add rows if necessary or delete if not applicable

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

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Name of Recipient |  | Address |  | Reason |  | Amount |
|  |   |   |  |   |  |   |
|  |   |   |  |   |  |   |

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

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

We declare and covenant that, except for the matters disclosed in this Declaration:

1. we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any tendering or competitive selection process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
2. none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice;
3. we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been excluded by any major Multilateral Development Bank or International Financial Institution (including World Bank Group, African Development Bank Group, Asian Development Bank, EBRD, European Investment Bank or Inter-American Development Bank) from participation procurement procedure or entering into a contract with any of such institutions on the grounds of engaging in a Prohibited Practice;
4. we, our directors, subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council; and
5. We further undertake to immediately inform the Client and the Bank if this situation were to occur at a later stage.

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

|  |  |
| --- | --- |
| **Name of Entity Required to be Disclosed** | **Reason Disclosure is Required[[1]](#footnote-2)** |
|  |   |
|  |   |

For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

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

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

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

(iv) a **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) a **Misuse of the Bank’s Resources or Bank Assets** which means improper use of the Bank’s Resources or Bank's Assets , committed either knowingly or recklessly;

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

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

We further declare and confirm that;

1. we have reviewed the Instructions to Consultants (ITI) and confirm that we are in full compliance with the requirements of the ITC, subject to the comments below.

2. no affiliate of the Recipient/Client is participating in our Expression of Interest in any capacity whatsoever.

3. the proposed experts have no affiliation to any person or entity likely, on the basis of the information currently available, to benefit from the provision of the services. We also confirm that if we are awarded the contract for the Assignment, no conflict of interest for any party would be created.

4. we understand that it is our responsibility to ensure that any entities with which we associate for the purpose of preparing the expression of interest for this Assignment are aware of the rules and implications concerning participation in more than one expression of interest, in the Instructions to Consultants.

5. we have verified the availability of all experts named in our Expression of Interest and that all experts listed have given their permission to be included.

6. we are not bankrupt or insolvent, being wound up, having our affairs administered by the courts, entered into an arrangement with our creditors, have suspended business activities, are the subject of proceedings concerning any of the matters referred to in this paragraph, or in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

7. we have verified that neither we nor any of our experts, have been prosecuted for an offence concerning its professional conduct by a judgment or equivalent decision[[2]](#footnote-3) which has the force of *res judicata*.

8 if shortlisted, we shall treat as confidential any information provided to us by the Bank or the Client?.

9. we understand that should circumstances pertaining to this Consultant Declaration change or new information emerge prior to the award of the Assignment then we are under an obligation to bring such information to the Bank’s and the Client’s attention forthwith.

|  |
| --- |
| Comments\*  |

\*Consultant must enter any information in this section which affects its ability to confirm the above. If the Consultant is in any doubt as to whether a piece of information is relevant, it should include the information. The Bank may seek further information or clarification from the Consultant if it deems it necessary. Consultant may not amend the text of the Declaration other than the editable fields.

Signed on behalf of the Consultant

|  |  |
| --- | --- |
| Name: |  |
| In the capacity of: |  |
| Signed: |  |
| Duly authorised to sign for and on behalf of: |  |
| Date: |  |

**Contact Sheet**

|  |  |
| --- | --- |
| **Full legal name of Lead Organisation/ Individual:** |  |
| **Trading Name** (if different from above)**:** |  |
| **Country of Registration:** |  |
| **Address of registered office:** |  |
| **Postal address** (if different from above)**:** |  |
| **Telephone number (including country code):**  |  |
| **Fax number (including country code):** |  |
| **Main contact person for this Expression of Interest:** |  |
| **Main contact person’s position in the Organisation:** |  |
| **Contact person’s email address:** |  |
| **Alternate contact person:** |  |
| **Alternative E-mail:** |  |
| **Website of the Organisation:** |  |

***Important Notes:***

***Any change in the addresses, phone numbers, fax numbers and in particular e-mail addresses, must be notified in writing to the Recipient/Client. The Recipient/Client will not be held responsible in the event that they cannot contact the Consultant using any of the above details. It is the sole responsibility of the Consultant to ensure that it monitors its telephone and fax numbers and its postal and e-mail addresses.***

***In particular, the Recipient/Client shall proceed on the assumption that the e-mail address(es) is constantly monitored, that the Consultant’s security settings permit the Recipient/Client’s e-mails to be received and that the e-mail address is capable of receiving attachments (particularly PDF and Microsoft Word).***

**Contact Sheet**

|  |  |
| --- | --- |
| **Full legal name of Lead Organisation/ Individual:** |  |
| **Trading Name** (if different from above)**:** |  |
| **Country of Registration:** |  |
| **Address of registered office:** |  |
| **Postal address** (if different from above)**:** |  |
| **Telephone number (including country code):**  |  |
| **Fax number (including country code):** |  |
| **Main contact person for this Expression of Interest:** |  |
| **Main contact person’s position in the Organisation:** |  |
| **Contact person’s email address:** |  |
| **Alternate contact person:** |  |
| **Alternative E-mail:** |  |
| **Website of the Organisation:** |  |

***Important Notes:***

***Any change in the addresses, phone numbers, fax numbers and in particular e-mail addresses, must be notified in writing to the Recipient/Client. The Recipient/Client will not be held responsible in the event that they ca not contact the Consultant using any of the above details. It is the sole responsibility of the Consultant to ensure that it monitors its telephone and fax numbers and its postal and e-mail addresses.***

***In particular, the Recipient/Client shall proceed on the assumption that the e-mail address(es) is constantly monitored, that your security settings permit the Recipient/Client’s e-mails to be received and that the e-mail address is capable of receiving attachments (particularly PDF and Microsoft Word).***

### *Where the Electronic Procurement Platform is used, please ensure registration details on the platform correspond to the information above.*

#### Form TECH-2

####  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 in accordance with the Notice requirements.

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 mill/US$0.5 mill*} | {*e.g., Lead partner in a JVCA 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-7**

**(For EXPRESSIONS OF INTEREST ONLY)**

**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*}

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**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 information 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……; Contact Name, Title/Position*] |  |  |
|  |  |  |  |
|  |  |  |  |

**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** |
| {*List all deliverables/tasks as in TECH- 5 in which the Expert will be involved*} |  |
|  |  |
|  |  |

1. For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the consultant selection process for this Contract. [↑](#footnote-ref-2)
2. “equivalent decision” may include, *inter alia*, arbitration sentences and non-judicial decisions, such as decisions rendered by empowered professional bodies, such as a regulated profession's disciplinary authorities and administrative decisions by regulators [↑](#footnote-ref-3)