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Guidelines for Clients Managing Donor or Loan Funded Consultancy Assignments **2nd Edition (2020)**

Introduction

0.1. Scope

These guidelines (the “Guidelines”) are designed to assist Clients manage consultancy assignments financed from donor funds (“Donor Funds”) administered on behalf of donors by the European Bank for Reconstruction and Development (the “Bank” or the “EBRD”) or financed from loan funds (“Loan Funds”) provided by the Bank.

In the event that an electronic procurement system is used, some of the process steps included in these Guidelines may need to be adjusted, in agreement with the Bank, to accommodate the specifics of the electronic procurement process.

0.2 The Bank’s Role in the Process

The Bank will assist and advise as well as oversee the Client during its procurement, contracting and administration of the consultancy assignment, as necessary.

The Bank will appoint an Operation Leader (“OL”), who will normally be assisted by a Project Implementation Adviser (“PIA”) for the project. The OL will be the first point of enquiry for all questions (unless stated to the contrary below). The PIA, in liaison with the OL, will liaise between the Client and any departments of the Bank involved in the procurement process.

0.3 Updates to the Guidelines

The Guidelines are intended to be an evolving document, incorporating developing practices and lessons learned from the EBRD clients’ practical experiences. They will be updated when necessary. The current version is dated December 2019.

0.4 ECEPP

ECEPP is the EBRD Client-E-Procurement Portal. Please note that when conducting the procurement process in ECEPP, actions and documents may differ from those found in these Guidelines and some steps or documents such as notices and minutes may be automated for Client convenience. In the event of any discrepancy when using ECEPP, the ECEPP processes and documentation will take precedence. Process guidance is available in ECEPP.

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Definitions and Abbreviations

Affiliate:	In relation to an entity, any entity or person controlled, directly or indirectly by the entity, any entity or person that controls, directly or indirectly, the entity, or any entity or person directly or indirectly under common control with the entity.
Assignment:	The name given to the specific services required of a Consultant under a consultancy contract.
Client:	The recipient of consultancy services under a contract financed through Donor Funds or Loan Funds.
Consultant(s):	Independent individual experts; consultancy firms, or consortia of consultancy firms, as the case may be.
Commitment	
Number:	Number given by DCF to identify commitment of Donor Funds.
CV:	Curriculum vitae.
DCF:	The EBRD's Donor Co-Financing unit.
DFO:	The EBRD's Donor Finance Operations unit.
Donor:	The agency providing the Donor Funds.
Donor Funds:	The funds provided by Donors and administered by the Bank for the benefit of Clients for technical cooperation activities including consultancy services.
DS:	The Data Sheet.
EBRD/ the Bank:	European Bank for Reconstruction and Development.
ECEPP:	The EBRD Client E-procurement Portal.
EOI(s):	Expression(s) of Interest.
EPP:	The EBRD's Enforcement Policy and Procedures.
ESP:	The EBRD's Environmental and Social Policy.
Experts:	Individuals providing services either independently or through a consultancy firm.
ITC:	The Instructions to Consultants.
Loan Funds:	The funds provided to a Client under a loan agreement for a public sector project.
OAD:	The EBRD's Operations Administration Department.
OL:	The "Operation Leader" of the Bank for a particular project.
PIA	The "Project Implementation Adviser" of the Bank for a particular project.
PIP:	The EBRD's Public Information Policy.
PN:	Procurement Notice.
PPAD	The EBRD's Procurement Policy and Advisory Department.
PP&R:	The EBRD's Procurement Policies and Rules (current version: November 2017).
Prohibited Practices	has the meaning as defined in the Enforcement Policy and Procedures
Project:	The EBRD investment project, including investment preparation and implementation (note that more than one assignment may often be required to prepare and execute a project).
REOI:	Request for Expressions of Interest.
RFP:	Request for Proposals.
Services:	The services required of a Consultant under a specific consultancy contract.
TC:	Technical Cooperation.
TOR:	Terms of Reference.

Section 1 – Principles and Considerations

1.1. Funds for Consultancy Services

Funds for consultancy services benefitting the Bank's Clients are provided under loans or grants from Donors, managed by the Bank. Funds are provided to the Client based on the provisions included in the legal documentation agreed between the Bank and the Client.

The consultancy contract can be funded through one, or more, of the following funding sources:

- Loan Funds may be used to finance one or more consultancy services contracts, in part or in whole, in addition to contracts for goods, works, or non-consultancy services.
- Donor Funds may be used to finance one or more consultancy services contract, solely, or in addition to contracts for goods, works, or non-consultancy services.
- Other resources may be used to finance consultancy services, such as the client's own financial resources; grant funding provided by other donors; or loans provided by other lenders.

Normally the funding of all consultancy contracts through Loan Funds will be governed by a single loan agreement, and the funding of all consultancy contracts through Donor Funds will be governed by a single grant agreement.

The Bank shall not make any disbursements under a loan or grant agreement until the loan or grant agreement has become effective. The conditions for effectiveness are set out in the loan or grant agreement, but, normally, at a minimum, the Client needs to have duly executed and delivered the loan agreement or grant agreement and related documents.

If a consultancy contract is funded through multiple funding sources, the loan or grant agreement may set out an order of precedence of the agreements with regard to the disbursements. If the loan or grant agreement do not state which funding source needs to be used first, the Client may choose which funding source(s) to use.

1.2. Bank Rules Governing the Engagement of Consultants

The rules and procedures governing the selection and engagement of Consultants by a Client of the Bank using Loan Funds under public sector operations or Donor Funds are set out in the Bank's Procurement Policies and Rules, particularly in Section III, Articles 1, 2 and 5 , and in these Guidelines. Individual selections are governed by the REOI and/or RFP. The PP&R and the Guidelines serve to complement the selection-specific documents, but do not supersede them.

1.3. Conflicts of Interest

The independence and integrity of a Consultant is a key condition for receiving full, fair and unbiased advice or assistance. Conflicts of interest must therefore be avoided.

Typical cases of potential conflicts of interest are:

- ❖ when a Consultant is an affiliate of the Client (this is expressly prohibited under Section III, Article 5.5(a) of the PP&R);
- ❖ when a Consultant is engaged, supervised or receives instructions from one party and is also required to receive instructions from or work for the benefit of another party;

- ❖ if a Consultant is engaged under one or more contracts, serving both the Bank (e.g. carrying out due diligence on a company) and its Client (e.g. providing management advice or consultancy);
- ❖ when a Consultant, or an affiliate of the Consultant, is also a potential supplier of the goods, works or services it is specifying or recommending for the Client (this is expressly prohibited under Section III, Article 3.25 of the PP&R);
- ❖ when a Consultant is required to verify or monitor work done by itself on a given project; or
- ❖ when a Consultant is tasked with scoping follow-on services which it will perform itself.

Cases of potential conflict of interest must be identified as soon as possible, and the potential for the conflict of interest should be resolved. If it cannot be established that there is no conflict the Consultant concerned must not be considered for the assignment.

In the event that the Client becomes aware of any actual or potential conflict of interest, it must contact the EBRD immediately. This is an ongoing obligation throughout the selection process and for the duration of any consultancy contract.

In the interest of fair competition, a Consultant may, subject to the Bank's no-objection, be excluded from the evaluation process when that Consultant's early work on a project, either for the Bank, the Client, or another party gives it a significant and unfair advantage in competing for subsequent work that cannot be neutralised.

The Client is under an obligation to disclose whether it has any pre-existing links to the Consultant (whether directly selected or whether taking part in a competitive selection process) which could give rise to a conflict of interest. Any such links or suspicions of links must be discussed with the Bank immediately. If applicable, the Client will need to provide a written confirmation that the selected Consultant is not conflicted.

1.4. Prohibited Practices

The Bank's policies require that Clients and Consultants observe the highest standard of ethics during the procurement and execution of contracts.

To this end, the Bank has instituted measures to promote adherence to this policy and remedies for dealing with prohibited practices ("Prohibited Practices"), including fraudulent and corrupt actions. The Bank's policies on Prohibited Practices are included in the PP&R Section III, Article 2.9, and refer to the Bank's Enforcement Policy and Procedures ("EPP").

Clients must be fully familiar with these provisions and policies. If there is any doubt as to the interpretation or application of these provisions, Clients should seek clarification from the Bank.

1.5. Queries and Complaints

General queries about the policies, related procedure or the sample documents, covered in these Guidelines, should be directed to the Bank's PIA responsible for the selection process for the consultancy assignment or to PPAD.

Complaints or queries from Consultants relating to any aspect of a specific procurement action will be dealt with in accordance with Section III, Articles 2.10 and 2.11 of the PP&R (see also Section 8 of the Guidelines).

Section 2 - Structuring Assignments

2.1. Objectives

The main objective when selecting Consultants should be to ensure that the selected Consultant is capable of executing the assignment both efficiently and with high standards of performance.

The procedures for selecting Consultants should be efficient, while ensuring competition, transparency, accountability and good governance.

The procedures must comply with the PP&R and these Guidelines.

2.2. Defining the Assignment

Consultancy assignments require a good understanding of the Client's needs and the steps deemed necessary to address them.

Careful definition of the assignment will help to ensure that the use of the Consultant is justified, the selection process is efficient and the assignment will be useful and cost effective.

The initial steps in defining the assignment should address the following:

- ❖ draft preliminary terms of reference;
- ❖ establish profile of the Consultant required; and
- ❖ estimate cost of the contract.

2.3. Terms of Reference

The Terms of Reference should describe the tasks required of the Consultant. They have several purposes:

- (i) in the preparation stage, they sum up the objectives of the assignment and the proposed means to achieve them;
- (ii) when proposals are requested, they state what is required from the Consultant, allowing clear, complete and comparable offers to be received;
- (iii) when attached to a contract, they describe the obligations of the Consultant, allowing performance to be monitored and enforced, and the desired outputs to be obtained; and
- (iv) at the end of the assignment, when all its effects are known, they provide benchmarks for evaluation of the performance of the Consultant and of the success of the work.

Their careful preparation is therefore a very important tool for achieving the objectives of the assignment and the outcomes of the TC. The quality of the TOR is the key to receiving quality proposals and ultimately a sound contract. For more detailed guidance on developing Terms of Reference, see Annex 2.1.

2.3.1. Draft

The basis from which TOR should be drafted is the analysis of the objectives of the assignment and of the ways in which they could be reached. The Bank will review and provide comments on the draft TOR with a view to ensuring that the assignment is eligible for Bank financing.

2.3.2. Key Elements of TOR

The TOR should include a clear description of the following key elements:

- (i) **background:** the general setting of the assignment, including its relations to other work done;
- (ii) **objectives:** a clear definition of what the Client intends to accomplish; why the assignment is required; and what are the expected results of the assignment (including the desired outputs and outcomes and how these results can be measured);
- (iii) **tasks and inputs** which the Consultant has to perform in order to reach the objectives of the assignment;
- (iv) **outputs and deliverables** which the Consultant must produce to demonstrate that the objectives of the assignment have been reached;
- (v) the **time schedule** for the work;
- (vi) **supervision:** outlining who would guide the work of the Consultant and take decisions that may be needed;
- (vii) **reporting:** outlining what reports the Consultant should prepare, when, how many, in which language(s) and for whom (note that this will include information required by the Bank, if any, for measuring the results of the assignment); and
- (viii) **implementation arrangements:** what the Client and the Consultant will have to do to facilitate the work, such as finding an office, preparing information, setting up meetings, Client contributions in kind or in cash, etc.

2.3.3. Style

The TOR should be logical, clear and internally consistent. Information which is covered in other documents, such as the contract, should not be repeated in the TOR.

Where the TOR constitute part of an RFP, information which will be presented in other documents of the RFP (such as the letter of invitation, supplementary information or the contract) should not be included in the TOR. Specifics on the evaluation of proposals should not be discussed in the TOR.

The scope of the TOR should be consistent with the available budget , otherwise good quality Consultants may be deterred from participation.

Whilst previous precedents may be useful for drafting, it is important to carefully consider the particular characteristics of the current assignment.

Consideration should be given to how prescriptive the TOR need to be in order to allow for some degree of flexibility in achieving the required outputs where appropriate.

For a comprehensive guide on the drafting of TOR please see Annex 2.1: Guidance Note for the Preparation of Terms of Reference.

2.4. Establish Profile of the Consultant Sought

The Client, in conjunction with the Bank, should consider the type of Consultant best suited to perform the services required. If necessary, to assist in this process, the Client may use the Consultant profile templates set out in Annex 2.2 (where an individual Consultant is sought) or Annex 2.3 (where a firm is sought).

2.5. Cost Estimates

2.5.1. Basic Principles

After the Terms of Reference are prepared and the profile of the Consultant sought is established, the Client should establish a cost estimate for the assignment, which needs to be approved by the Bank. The amount should be a genuine and reasonable estimate of the likely cost for performing the services. The estimated cost will be scrutinised by the Bank and may be increased or decreased at the Bank's discretion.

The amounts in the cost estimate should be determined net of VAT and other indirect taxes.

As Donor Funds usually cannot be used to pay indirect taxes owed on the services, the Client should examine whether any indirect taxes (such as VAT) are owed on the services that will be provided by the Consultant. If such taxes are owed, the Client should examine if the services can be exempted under domestic legislation, or by virtue of an international treaty. If the Client cannot obtain exemption, it should ensure that it has budget available to pay such indirect taxes.

As a condition of receiving Donor Funds, the Client will be required to confirm its agreement to pay indirect taxes/VAT directly to the Consultant should any be payable.

For loan funded assignments, the tax payment requirements are set out in the legal documentation for the project.

The template and further notes for preparing the cost estimate and further instructions are contained in Annex 2.4.

2.5.2. Follow-On Services

In accordance with the PP&R it should be determined at this stage whether the proposed assignment may necessitate or generate additional follow-on services from the selected Consultant, requiring an extension of the proposed contract or a new direct selection contract.

If such follow-on services are envisaged or likely, they should be incorporated in the definition and in the final TOR and in the cost estimate. The estimated value of the contract, for the purpose of determining the selection procedure, should include the estimated costs of all envisaged extensions to the original assignment.

Consistent with the principle expressed in Section III, Article 3.8 of PP&R, no assignment shall be divided with the intent of reducing the value of the resulting contract(s) below the thresholds governing the selection procedures with the purpose of circumventing these rules (see Section 3 for an explanation of these rules).

2.5.3. Client Contribution

The Bank will discuss with the Client what it will contribute to the assignment. A Client's contribution can be made either through cash contributions, parallel contributions, or in-kind contributions.

Client contributions in kind can include, but are not limited to: office space for the Consultant, use of the Client's telecommunications facilities (fax, telephone, internet access), local transportation,

translators/interpreters, access to documentation, facilitating contacts with local authorities, etc. Client contribution may also include a financial contribution to the overall cost of the assignment.

Client contributions in cash can account for part of consultancy services financed by the Bank.

The amount and the modalities of any Client contribution will be agreed between the Client and the Bank and set out in the legal documentation.

2.6. Implementation Schedule

Once the funding has been confirmed, if the Consultant is to be competitively selected the Client should work with the Bank to prepare an implementation schedule which will set out a realistic timetable for the selection of the Consultant. A template for this and some further explanatory notes are contained in Annex 2.5.

Section 3 – Selection Procedures and Evaluation Methods

3.1. Summary of Selection Procedures

The PP&R provide for three types of consultant selection procedure (see Section III, Article 5.3 PP&R):

- a) **Direct Selection**, for contracts estimated to cost less than EUR 75,000, including all foreseeable extensions. If the contract is estimated to cost EUR 75,000 or more then, in exceptional circumstances, the Bank may approve direct selection (see Section 3.4).
- b) **Single stage open competitive selection**, for contracts estimated to cost EUR 75,000 or more.
- c) **Two stage open competitive selection**, for contracts for services that are complex or of a special nature, where the objectives (what) can be established but the scope and methodology (how) to achieve the objectives cannot be defined by the Client, as determined by the Bank.

3.2. Summary of Evaluation Methods

The evaluation of Consultants' proposals under the single and two stage open competitive selection procedures should principally be based on quality, such as technical considerations including, but not limited to, experience in similar assignments, regional experience, qualifications of key personnel proposed for the assignment, and suitability and quality of the methodology and work plan. The selection of the evaluation method shall be agreed with the Bank. The price of the services may be a consideration. The consultant that submits the highest rated response/proposal should be invited to negotiate a contract.

The following evaluation methods may be used:

- ❖ **Quality-Cost Based Selection (QCBS)**: this evaluation method takes into account the quality of the proposal, including, but not limited to, experience in similar assignments, local experience and presence, qualifications of key personnel proposed for the assignment, and suitability and quality of the work plan; and the cost of the services. The relative weight to be allocated to the quality and the cost shall be determined for each case depending on the nature of the assignment, but quality should remain the principal factor in the evaluation. The Consultants will be requested to submit technical and financial proposals at the same time, but under separate envelopes. Financial proposals are opened after the technical evaluation. QCBS can be combined with a capped budget or with an undetermined estimated cost.
- ❖ **Quality-Based Selection (QBS)**: the Consultant's proposal is evaluated on the basis of the quality of the proposal, including, but not limited to, experience in similar assignments, local experience and presence, qualifications of key personnel proposed for the assignment, and suitability and quality of the work plan. Cost of the services will not be a consideration for the purpose of evaluation, but the Consultants can be requested to submit technical and financial proposals at the same time, but under separate envelopes. Once the Consultant has been selected, based on technical merit, the Client will negotiate with the highest-ranked Consultant, using the Consultant's financial proposal as the basis for the financial negotiations.
- ❖ **Fixed-Budget Selection (FBS)**: the budget is included in the Request for Proposals, and the Consultants will submit technical and financial proposals under separate envelopes. The technical proposals are evaluated on the basis of the quality of the proposal, including, but not limited to, experience in similar assignments, local experience and presence, qualifications of key personnel proposed for the assignment, and suitability and quality of the work plan. Financial proposals are opened after the technical evaluation. The proposals of consultants that submitted financial proposals exceeding the published cost estimate will be rejected; the

Consultants with a financial proposal below the published cost estimate will be ranked in order of their technical scores.

- ❖ **Least-Cost Selection (LCS):** The technical proposals are evaluated on the basis of the quality of the proposal, including, but not limited to, experience in similar assignments, local experience and presence, qualifications of key personnel proposed for the assignment, and suitability and quality of the work plan. The financial proposals of the Consultants whose technical scores exceed the pre-defined minimum technical scores will be opened. These Consultants will be ranked in order of descending cost.

The following evaluation method should be considered as the most commonly used of the Bank's open competitive selection procedures, and other evaluation methods should be considered only after consulting with the Bank, and subject to the Bank's approval:

- ❖ QCBS, with or without capped budget.

3.3. Exceptions to Competitive Selection within the PP&R

In certain very specific circumstances, provided for by Section III, Article 5.8, PP&R, it may be possible to select and contract a Consultant or to extend contracts directly when, on the basis of the estimated value of the assignment or of the extension, open competitive selection would normally be required. Before committing to select a Consultant directly pursuant to Section III, Article 5.8, PP&R, the Client should discuss the assignment with the Bank, and obtain the Bank's no-objection before contracting the Consultant.

If approved, Consultant selection will proceed as per Section 4 "Direct Selection".

Section 4 – Direct Selection

- ❖ For contracts estimated to cost less than EUR 75,000 (including any foreseeable follow on services), or
- ❖ For contracts awarded under exceptions to competitive selection under Section III, Article 5.8 of the PP&R.

4.1 Overview

Client	Consultant	Bank
Finalise TOR	Provide feedback on TOR	OL provides feedback on TOR
		OL to inform Client of approval of funding
Signs Loan or Grant Agreement with the Bank, depending on the source of funding (this may already have happened at an earlier stage of the project cycle)		Signs Loan or Grant Agreement with the Client, depending on the source of funding (this may already have happened at an earlier stage of the project cycle)
Identify candidates and make selection		OL reviews and provides no-objection
	Provide information	
Negotiate contract	Negotiate contract	
Prepare and submit file to OL		OL provides Bank's no-objection to the Client.
Signs consultancy contract and sends to Consultant.		
	Signs contract and returns copy to Client	
Furnishes copy of the signed contract to the Bank		

4.2. Principles

In the Direct Selection procedure a qualified Consultant may be selected without the requirement to publish a procurement notice or to prepare a shortlist. A contract may be negotiated directly with the selected Consultant.

Clients should note that restrictions such as those resulting from potential conflict of interest still apply.

4.3. Identification of Candidates

Suitable Consultants can be identified from various sources:

- ❖ unsolicited presentations by Consultants;

- ❖ Consultant data held by the Client;
- ❖ other external Consultant databases;
- ❖ Consultants' associations.

Where a suitable candidate cannot be readily identified, it would be appropriate to publish a notification of the proposed assignment on the Bank's internet site, in order to solicit responses from suitably qualified candidates. The form of notification would be the same as for single stage open competitive selection.

4.4. Negotiation

Please see Section 7.2.

4.5. Contracting

After negotiations have been concluded, the Client will submit the negotiated draft of the consultancy contract to the Bank, for final no-objection.

Section 5 - Request for Proposals under Single Stage Open Competitive Selection

- ❖ For contracts estimated to cost EUR 75,000 or more (including any foreseeable follow on services).
- ❖ QCBS is the most commonly used evaluation method for this procurement procedure.
- ❖ The Client shall use the Bank's single-stage request for proposals template to develop a specific Request for Proposals for the selection.

5.1. Selection Procedure

A formal evaluation of proposals is required for all contracts to be awarded following single stage open competitive selection. The process is summarised in the table below.

Client	Consultant	Bank
Finalise TOR and cost estimate		OL advises
		OL to inform Client of approval of funding
Prepares the Procurement Notice and the request for proposals package, based on the Bank's Request for Proposal (Single Stage) Document template. Submit draft to OL. (5.2)		OL reviews Procurement Notice and RFP and provides no-objection to Client. (5.3)
The Procurement Notice is published in the procurement section of the Bank's website (www.ebrd.com) and/or an electronic procurement portal as agreed with the Bank. The Client makes available the RFP package to interested consultants.		The Procurement notice is published in the procurement section of the Bank's website (www.ebrd.com) and/or an electronic procurement portal as agreed with the Bank.
	Submit requests for clarifications (5.5)	
Provides responses to questions from Consultants to the Bank. Proposes amendments to the procurement notice and the RFP package, as necessary (5.5; 5.6)		
		OL provides no-objection to the proposed responses to the Consultants and to the amendments (5.5; 5.6)
Responds to Consultants'		

Client	Consultant	Bank
requests for clarifications (<u>5.5</u> ; <u>5.6</u>).		
	Submit technical proposals and, if applicable, financial proposals in response to procurement notice (<u>5.8</u>).	
Client conducts a public opening of the technical proposals in the presence of Consultant representatives or conducts opening as per the applicable electronic procurement system (<u>5.10</u> , <u>Annex 4.3</u>).		
<p>Client evaluates the technical proposals. If necessary, the Client may obtain clarifications from the consultants, without permitting them to modify their proposals (<u>5.13</u>)</p> <p>Upon the completion of the evaluation, the Client provides the Bank with the technical evaluation report using the Bank's templates (<u>5.14</u>; <u>Annex 4.4</u>)</p>		
		Bank reviews and provides its no-objection to the technical evaluation report to the Client (<u>5.15</u>)
If applicable, Client conducts a public opening of the financial proposals of Consultants which passed the technical threshold in their presence or conducts opening as per the applicable electronic procurement system (<u>5.16</u> , <u>Annexes 4.5</u> and <u>4.6</u>)		
Client performs financial evaluation and then produces consolidated ranking and submits the combined technical/financial evaluation report to the Bank for its no objection (<u>5.17</u> , <u>5.18</u> , <u>Annex 4.7</u>)		The OL provides the Bank's no-objection to the evaluation report, as appropriate.
Negotiates contract (<u>7.3</u>)	Negotiates contract (<u>7.3</u>)	

Client	Consultant	Bank
Prepares and submits file to OL		OL provides Bank's no-objection to the Client signing the contract
Signs Loan or Grant Agreement with the Bank, depending on the source of funding (this may already have happened at an earlier stage of the project cycle)		Signs Loan or Grant Agreement with the Client, depending on the source of funding (this may already have happened at an earlier stage of the project cycle)
Signs consultancy contract and sends to Consultant	Signs contract and returns copy to the Client	
Furnishes copy of the signed contract to the Bank		

5.2. Procurement Notice and RFP

A formal procurement notice must be posted on the Bank's website. The standard templates for the PN and RFP are available from the Bank¹.

The selection of the Consultant must follow the open competitive procedure based on an evaluation of the proposals submitted by the Consultants responding to the PN.

The PN and RFP should provide all of the information which a Consultant would require in order to present a comprehensive and fully responsive proposal. To this end, the Client shall develop a specific RFP from the Bank's template RFP for single-stage open competitive selection. The Client shall select the appropriate documents, and complete the Procurement Notice and the RFP Template.

5.3. Review and Approval of the PN and RFP

The PN and RFP, and, in particular, the detailed evaluation criteria (to be applied to the proposals when received), must be submitted to the Bank for its no-objection before the PN and the RFP are published.

5.4. Preparation and Receipt of Proposals

The following essential activities have to be carried out from the publication of the PN to the opening of the proposals:

- (i) responding to queries and requests for extension (see Clause 11 of the ITC and DS);
- (ii) receiving proposals and safe-keeping of the proposals received (Clause 18 of the ITC and DS).

¹ Available from the EBRD's website: <https://www.ebrd.com/work-with-us/procurement/project-procurement/standard-procurement-documents.html>.

5.5. Consultants' Queries and Communications

Queries from Consultants on elements of the invitation, in particular the interpretation of requirements in the PN, and procedures and criteria for evaluation, shall be made in writing, within the set deadline. Queries which are received after this deadline should be considered if they address a critical element of the procurement process.

The Client's response must be prepared as soon as possible and in any event within the set deadline for clarification. The response must be in writing. If the query is of general interest, the information should be provided to all candidates without indicating the source of the query, through an update of the PN and/or the RFP². Any queries received and responses sent out by the Client must be not objected by the Bank prior to sending.

In the event that the client does not respond, or provides an unsatisfactory response, the consultant may make a Request for Bank Procurement Review (see Section 8).

5.6. Requests for Extension of Deadline

If a significant number of Consultants interested in the assignment request an extension of the deadline, asserting that the time originally allowed was not sufficient, this request should be seriously considered. Extensions should not be granted very late in the process. Extensions, when allowed, must be published.

5.7. Establishment of Evaluation Committee

The Client will need to establish an evaluation committee (the "Evaluation Committee") of at least three voting members, one of whom will serve as the chairperson of the Evaluation Committee (the "Chair of the Evaluation Committee"). The Evaluation Committee's role is to evaluate the proposals.

The Evaluation Committee should be comprised of people who have expertise in the subject matter of the assignment.

To the extent possible, the Evaluation Committee should contain members of a similar level of seniority to one another in order to ensure that one evaluator's views do not prevail. In the event that the Evaluation Committee would benefit from including specific expertise that is not available to the Client, it is possible to include external expert(s) in the Evaluation Committee. External Evaluation Committee members can be individual Consultants contracted specifically for the purpose of the evaluation.

Minutes must be kept of all meetings. Findings and decisions of the committee must be recorded with supporting and/or dissenting positions.

² For single stage open competitive selection or for the request for expressions of interest under the two-stage open competitive selection, it is not possible to directly send the anonymised replies to all consultants. In such cases, only replies of general interest should be communicated generally through the only means possible – update of the PN or RFP document.

5.8. Receipt of Proposals

When proposals are received, they should be date-stamped immediately, unless they are recorded in an electronic platform. They must not be opened until the opening session (see below). A record of the receipt of each proposal should include the following:

- a. date of arrival;
- b. time of arrival;
- c. name of Consultant;
- d. registration number for each offer;
- e. any comments, such as late arrival or badly sealed envelopes.

5.9. Actions to be Taken on Deadline for Receipt of Proposals

On or immediately after the Deadline for Receipt of Proposals, the Client must open the technical proposals, some of which may be delivered in person on or before the deadline by representatives of the Consultants or through an electronic platform.

The technical proposals are to be opened by an appointed representative of the Client who will normally be the Chair of the Evaluation Committee.

The opening must be conducted in the presence of such representatives of the shortlisted Consultants who wish to attend in person or through an electronic platform, as the case may be. If no Consultants attend (either by choice or due to unforeseen circumstances) then the opening should still take place and the same procedure should be followed.

It is the sole responsibility of Consultants to ensure that their proposals are received by the Client by the deadline. Documents submitted by Consultants or their couriers after the published deadline shall not be opened.

5.10. Opening of Technical Proposals and Initial Check for Compliance

Proposals should be opened by a representative of the Client following the deadline for submission of proposals, at the time and place set in Clause 19.1 of the DS.

At the opening, the Client's representative shall:

- (i) verify that proposals were submitted on time and are sealed. Read aloud the name and country of each Consultant which submitted a proposal. Open any modifications or substitutions which have been submitted prior to the deadline. Proposals received after the deadline shall be rejected and should be returned unopened to the submitter;
- (ii) verify that the presence of financial proposals, and if they are sealed; keep the financial proposals sealed in the envelope they were submitted in or locked in the electronic platform, as the case may be, and in a secure location until the date set for the opening of financial proposals. **The financial proposals are only opened after the technical evaluation report has received the Bank's no-objection;**
- (iii) prepare minutes of the opening.

Only proposals that have been received after the deadline for the submissions of proposals can be rejected and returned to the submitter at this stage.

Any views or objections expressed by the attendees, including Consultants who submitted proposals or their representatives, in relation to the procedure shall be noted and included in the minutes of opening. However, no discussion with the Consultants shall be entered into during the public opening. No detailed reading of the technical proposals should be undertaken at the public opening.

The minutes of opening are to be drafted and duly signed by the chair of the evaluation committee as soon as possible after the technical proposals are opened and sent to the Bank for its no-objection. The minutes of opening will then be circulated to all Consultants who submitted proposals.

5.11. Initial Meeting of the Evaluation Committee

As soon as possible after the public opening of technical proposals, an initial meeting of the Evaluation Committee should be convened. The following matters must be dealt with:

- (i) election of a secretary (if appropriate);
- (ii) confirmation that all members of the committee are familiar with the contents of the PN and the RFP and fully understand and accept the evaluation procedures, criteria and methodology;
- (iii) agree on a realistic schedule for the evaluation, recognising the quantity, size of the proposals received and the complexity of the evaluation.
- (iv) examine each proposal to determine whether it is complete and note all additional documents submitted;
- (v) examine each proposal to establish that:
 - it is in the correct language(s);
 - it is correctly signed;
 - it is otherwise consistent with the requirements of the RFP;
- (vi) Decide on the assistance in the evaluation by external experts, as necessary.

5.12. Individual Technical Evaluations

After signing a declaration of confidentiality and impartiality (see Annex 4.), each voting member of the committee must be given copies of or electronic access to all technical proposals. Each voting member must evaluate all technical proposals. The evaluator must only evaluate the proposal submitted and not other extraneous documentation or information that was not included in the proposal and apply only the evaluation criteria and methodology specified in the RFP, unless permitted clarification has been sought in writing as part of the evaluation process.

The technical evaluation must be carried out in accordance with the criteria and provisions specified in the RFP and the procedures outlined in these Guidelines.

Each evaluator must complete an evaluation form for each proposal.

5.13. Clarifications to be Requested or Considered during Evaluation

The evaluation must be carried out strictly on the basis of the proposals as submitted. Clarifications may be requested by the Client, as necessary. The Client shall follow the procedure set out in Clause 12.4 of the ITC:

- (i) Consultants must not be allowed to modify any aspect of their proposal prior to the completion of the evaluation process.

- (ii) Any communication between the Evaluation Committee and the Consultants shall only be in writing. The proceedings of the committee are confidential and all communications with outside parties must be through the Chairperson of the Evaluation Committee.

Except for acknowledgement of receipt, unsolicited enquires from Consultants must not be considered.

5.14. Consolidate and Finalise Technical Evaluation

After all the voting members have independently completed their technical evaluations, the Evaluation Committee should meet to review the individual evaluations and scores.

Some evaluators are consistently generous while others are more rigid in their judgment and ratings. Such disparity does not normally matter, provided each evaluator is consistent and differences are not too large.

Large differences should be reviewed and explained, as they can often be the result of improper or inaccurate application of the rating system.

As a result of these discussions, a member may feel it necessary to revise some of his/her ratings and score. These changes must be recorded in the evaluation report. Reasons should be given for any changes.

All of the signed evaluation sheets must be used to arrive at the final consolidated technical scores³. The arithmetic average of the points given by all of the members is computed and proposals are ranked accordingly, in order of technical preference.

Consultants whose proposals failed to meet the minimum technical threshold overall or for any particular category where a minimum technical score is specified in Section 1.3 of the RFP, should be excluded from further consideration.

The Technical Evaluation Report must include a written record detailing the strengths and weaknesses of each proposal, which could be provided to Consultants as feedback, if required. The record should provide explanations of the scores given for each of the main criteria. The Evaluation Committee must provide scores and comments which are based solely on the criteria set out in the RFP.

5.15. Bank Review of Technical Evaluation and Opening of Financial Proposals

After the technical evaluation is complete, the Client must submit the Technical Evaluation Report to the Bank for its review and no-objection. The Client shall not open financial proposals until after the Bank has given its no-objection.

Where cost is a factor in the evaluation, the Client will inform all Consultants that have submitted a proposal on the outcome of the technical evaluation.

³ The Bank has created an ExCel tool for the calculation of the overall results, which can be found at: <https://www.ebrd.com/work-with-us/procurement/project-procurement/standard-procurement-documents.html>.

The Client shall notify those Consultants whose Technical Proposals were considered non-responsive to the RFP (including the TOR) or did not meet the minimum qualifying technical score. The Client shall provide information relating to the Consultant's overall technical score, as well as the scores obtained for the evaluation criteria (though not the sub-criteria, and shall inform the Consultants 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 invite only those Consultants to the opening of financial proposals.

The invitation to attend the public opening of financial proposals will detail the date, time, and place of the opening of the financial proposals, allowing for sufficient time for the Consultants to be present or to participate in the electronic opening, as the case may be, if they wish to attend. Consultants attend at their own expense.

5.16 Opening of the Financial Proposals

Where price is a factor in the evaluation (e.g. QCBS), the financial proposals corresponding to all technical proposals whose scores have achieved all technical thresholds (overall and/or specific) criteria to which a minimum threshold applies should be opened.

The financial proposals shall be opened in the presence of the representatives of those Consultants who choose to attend or who participate in the electronic opening in an electronic platform, as the case may be.

On the date, time and place set for the public opening, the Client's representative, usually the Chair of the Evaluation Committee, in the presence of representatives of those Consultants who decided to attend, shall:

- verify that all financial proposals remain sealed;
- communicate (e.g. by reading out, or by handing out written summaries of the information) and record in the Minutes of the Public Opening – for each Consultant, present or not - the name of the Consultant, and its technical score. The technical score shall include the average (not the scores given by individual evaluators) overall technical score and the score for each main evaluation criterion (but not the scores for sub-criteria);
- open the financial proposals of each Consultant whose technical proposal meets or exceeds all relevant minimum criteria as set out in the RFP. If the minimum technical threshold has not been met, the financial proposal must remain sealed and be returned sealed to the originating Consultant;
- read out for each Consultant, and record in the Minutes of the Public Opening, the proposed overall price; refrain from disclosing any other information at the public opening and not respond to any requests for clarifications from any attendant; and
- maintain strict confidentiality of all details contained in the financial proposals other than the overall price.

Any other issues (checking for arithmetical errors, inconsistencies between technical and financial proposal etc.) are to be addressed during the financial evaluation which is not public. No discussion with the Consultants shall be entered into during the opening and any issues/derogations/unusual circumstances must be recorded.

The Client shall draft minutes of opening of the financial proposal, using the template in Annex 4.5, and transmit these to the Bank immediately after the opening of the financial proposals. After the Bank's no-objection, copies of the minutes shall be distributed by the Client to all Consultants whose financial proposals were opened.

Where cost is not a factor in the evaluation, the financial proposal of the highest rated proposal only should be opened in the first instance. This would not normally be conducted publically. Only in the event that negotiations fail with the highest ranked firm should the next highest ranked Consultant's financial proposal be opened.

5.17. Financial Evaluation

The financial proposal(s) should be examined for compliance with the requirements of the PN and the RFP and the cost estimate. They should also be checked for arithmetical errors and these should be corrected, in accordance with Clause 24 of the ITC. This corrected amount of the financial proposal shall be the amount that will be taken into consideration for the financial evaluation.

The evaluation of the financial proposals must be carried out in accordance with the criteria and methodology set out in the RFP.

5.18. Final Evaluation

Where the technical and financial evaluations are combined to arrive at a consolidated score and ranking of Consultants, this must be done in accordance with the criteria and methodology specified in the RFP.

The Client should use the Bank's template of the evaluation report (Annex 4.6). Following the Bank's no-objection to the combined technical/financial evaluation report, the Consultant whose proposal obtained the highest total score, i.e. the highest ranked, shall be invited by the Client for contract negotiations (See Section 7).

Section 6 - Two stage open competitive selection

For contracts for services that are complex or of a special nature, where the objectives (what) can be established but the scope and methodology (how) to achieve the objectives cannot be defined by the Client, as determined by the Bank, selection should follow a two stage competitive selection procedure based on invited proposals from a shortlist of qualified Consultants.

QBS is the most commonly used evaluation method for the first stage of the selection process; QCBS is the most commonly used evaluation method for the second phase of the selection process.

6.1 Evaluation Procedures

A formal evaluation of proposals is required for all contracts to be awarded following a two stage open competitive selection. The process is summarised in the table below. **(References refer to the relevant section in these Guidelines).**

Two-Stage Open Competitive Selection		
Client	Consultant	Bank
Finalises TOR and cost estimate		OL advises
		OL to inform Client of approval of funding
Finalises shortlisting criteria		
Prepares the Procurement Notice and the Request for Expressions of Interest based on the Bank's template. Submit draft PN and REOI to the OL. The REOI shall include all shortlisting criteria (6.2.)		OL reviews PN and provides no-objection to Client
	Submit requests for clarifications (6.3)	
Provides responses to questions from Consultants to the Bank. In the event of requests for clarifications, proposes an update of the PN and REOI, as necessary .6.3)		
		OL provides no-objection to the proposed responses to the Consultants and any updates of the procurement notice (6.3)
	Submit EOI in response to PN and REOI (6.4)	
Client receives EOIs, forms shortlisting committee and each evaluator signs a Declaration of Impartiality (6.5, Annex 4.1)		
Evaluation Committee carries out evaluation and selects a shortlist of the strongest candidates. Prepares a shortlisting report using the Bank's templates, (6.6 – 6.9, Annex 4.2)		
		OL reviews the shortlisting report and the RFP package and provides the Bank's no-objection (6.10)

Two-Stage Open Competitive Selection		
Client	Consultant	Bank
Prepares the request for proposal ("RFP") package based on the Bank's templates. Submits the shortlisting report and the RFP package for the Bank's no-objection (6.11)		
		OL reviews the shortlisting report and the RFP package and provides the Bank's no-objection (5.3)
Client circulates the RFP package to all shortlisted Consultants and sends rejection letters to unsuccessful consultants.		
	Submit requests for clarifications (5.5)	
Provides responses to questions from Consultants to the Bank. Proposes amendments to the procurement notice and the RFP package, as necessary (5.5; 5.6)		
		OL provides no-objection to the proposed responses to the Consultants and to the amendments (5.5; 5.6)
Responds to Consultants' requests for clarifications (5.5; 5.6).		
	Submit technical proposals and, if applicable, financial proposals in response to procurement notice (5.8)?	
Client conducts a public opening of the technical proposals in the presence of Consultant representatives or conducts opening as per the applicable electronic procurement system (5.10, Annex 4.3)		
Client evaluates the technical proposals. If necessary, the		

Two-Stage Open Competitive Selection		
Client	Consultant	Bank
<p>Client may obtain clarifications from the consultants, without permitting them to modify their proposals (5.13)</p> <p>Upon the completion of the evaluation, the Client provides the Bank with the technical evaluation report using the Bank's templates (5.14; Annex 4.4)</p>		
		Bank reviews and provides its no-objection to the technical evaluation report to the Client (5.15)
If applicable, Client conducts a public opening of the financial proposals of Consultants which passed the technical threshold in their presence or conducts opening as per the applicable electronic procurement system. (5.16 ; Annex 4.5 and 4.6)		
Client performs financial evaluation and then produces consolidated ranking and submits the combined technical/financial evaluation report to the Bank for its no objection (5.17 , 5.18 , Annex 4.7)		The OL provides the Bank's no-objection to the evaluation report, as appropriate.
Negotiates contract (7.3)	Negotiates contract (7.3)	
Prepares and submit file to OL		OL provides Bank's no-objection to the Client signing the contract
Signs Loan or Grant Agreement with the Bank, depending on the source of funding (this may already have happened at an earlier stage of the project cycle)		Signs Loan or Grant Agreement with the Client, depending on the source of funding (this may already have happened at an earlier stage of the project cycle)
Signs consultancy contract	Signs contract and returns copy	

Two-Stage Open Competitive Selection		
Client	Consultant	Bank
and sends to Consultant	to the Client	
Furnishes copy of the signed contract to the Bank		

6.2. Procurement Notice

The shortlisting of the Consultants must follow the open competitive procedure based on an evaluation of the EOIs submitted by the Consultants responding to the PN.

The PN and invitation to submit EOIs should provide all of the information which a Consultant would require in order to present an EOI. To this end, the Client shall develop a specific PN and invitation to submit EOIs from the Bank's template documents⁴.

6.3. Consultants' Queries and Communications

Queries from Consultants on elements of the invitation, in particular the interpretation of requirements in the PN, and procedures and criteria for evaluation, shall be made in writing, within the set deadline. Queries which are received after this deadline should be considered if they address a critical element of the procurement process.

The Client's response must be prepared as soon as possible and in any event within the set deadline for clarification. The response must be in writing. If the query is of general interest, the information should be provided to all candidates⁵ without indicating the source of the query, through an update of the PN and/or the RFP. Any queries received and responses sent out by the Client must be no-objected by the Bank prior to sending.

The shortlisting of the Consultants must follow the open competitive procedure based on an evaluation of the EOIs submitted by the Consultants responding to the PN.

6.4. Receipt of Expressions of Interest

Expressions of interest in response to a published procurement notice shall normally be submitted by the Consultants through the means indicated in the PN and REOI. In the event expressions of interest are received through means other than the media indicated in the procurement notice, the Client should contact the Bank.

⁴ Available from the EBRD's website: <https://www.ebrd.com/work-with-us/procurement/project-procurement/standard-procurement-documents.html>

⁵ For single stage open competitive selection or for the request for expressions of interest under the two-stage open competitive selection, it is not possible to directly send the anonymised replies to all consultants. In such cases, only replies of general interest should be communicated generally through the only means possible – update of the PN or RFP document.

6.5. The Shortlisting Committee

The Client will need to establish a shortlisting committee of at least three members. The role of the committee is to evaluate the expressions of interest. The shortlisting committee should be comprised of people who have expertise in the subject matter of the assignment. A shortlisting committee can be composed of staff members of the Client, or external experts. To the extent possible, the committee should contain members of a similar level of seniority to one another in order to ensure that one evaluator's views do not prevail.

No member or alternate of the committee, or observers must have any personal interest in the outcome of the shortlisting or else be in a position where his or her judgement in the shortlisting may be biased.

Each committee member, alternate or observer will be required to sign a Declaration of Confidentiality and Impartiality confirming, amongst other things, that they have no conflict of interest in acting as an evaluator. In the event that a member of the shortlisting Committee does have a conflict of interest he or she should not act on the committee.

6.6. Qualification and Competency

EOIs from Consultants responding to the procurement notice for the assignment should be reviewed by the Client to determine which Consultants are eligible and qualified to perform the assignment. The determination should be made on the basis of the information submitted by the Consultants in response to the notification.

All EOIs must be assessed in accordance with any shortlisting criteria set out in the PN and REOI. The assessments shall be made only on the basis of the submitted EOIs and clarifications sought and received in accordance with Clause 12.4 of the ITC.

6.7. List of Qualified Consultants

Taking into account the considerations in Section 6.5, the Committee will conduct an initial review, which is designed to eliminate Consultants which are entirely unsuitable for the assignment and have failed to demonstrate the minimum level of expertise called for in the procurement notice. It is not intended that firms which are simply comparatively weaker than others be eliminated at this stage of the process.

The Client will prepare a list of all firms which are qualified and competent.

6.8. Shortlisting

If more than six EOIs are found to be qualified and competent then all eligible and qualified Consultants must be evaluated and ranked using the criteria included in the PN.

The shortlisting committee shall prepare a shortlist.

Consultants, whose selection would place them in a conflict of interest, should not be included in a shortlist.

6.9. Shortlist Report

The shortlist proceedings and results must be recorded in a report. Templates for the report and all necessary attachments are available from the Bank. The report will contain a recommendation as to which firms should be sent the Request for Proposal Package. Annexed to the short list report will be the draft Request for Proposals package.

The report must be signed by all members of the Shortlisting Committee.

6.10. Bank Review and No-objection

The shortlisting report must be submitted to the Bank for its no-objection before the RFP is issued to the shortlisted Consultants.

6.11 Preparation of the Request for Proposals

Following the no-objection from the Bank, the Client shall prepare an RFP package to be issued to the shortlisted consultants.

The RFP should provide all of the information which a Consultant would require in order to present a comprehensive and fully responsive proposal. To this end, the Client shall develop a specific RFP from the Bank's template Request for Proposals for two-stage open competitive selections.

For the remaining steps in the consultant selection process, the procedure outlined in sections 5.4 to 5.18 above should be followed.

Section 7 – Negotiations

7.0 Negotiations – Introduction

The objective of negotiations is to arrive at a mutually satisfactory contract between the Client and the selected Consultant. The parties will have to agree on the detailed scope of services, in line with the objectives of the TOR, negotiate financial terms, and discuss and finalise contract conditions. Items which may be negotiated include:

- (a) technical matters related to the implementation of the assignment (in particular the final TOR);
- (b) financial matters; and
- (c) contract terms and conditions, based on the Bank's standard template.

The specific process and restrictions/limits of negotiations for consultancy contracts awarded on the basis of Direct Selection as well as single and two stage open competitive selection are explained in the following sections.

7.1 General Guidelines

The selected Consultant shall be notified, in writing, of the Client's intention to enter into contract negotiations. The Bank should be informed of the start of the negotiations. The invitation should summarise all matters to be clarified with the Consultant:

- ❖ arrangements for negotiations: date, time and time-frame of any negotiations should be set out. Consultants should be informed that all costs associated with attending negotiation meetings must be borne by them;
- ❖ the Client's representatives responsible for the negotiations;
- ❖ the agenda for the negotiations;
- ❖ specific issues to be addressed during the negotiations (if any);
- ❖ any information/documentation which the Consultant should submit prior to the negotiations or bring to the negotiations.

The negotiation process can, depending on the anticipated complexity, be conducted in any practical and convenient way between the Consultant and the Client (exchange of E-mails, fax message, telephone conferences, or face-to-face meetings). Records should be kept of agreed issues.

The basis for the contract to be entered into between the Client and the Consultant must be the template that was included in the PN or RFP.

As with the selection reports, the final consultancy contract between the Client and the Consultant is subject to the Bank's no-objection.

7.2. Direct Selection and Negotiations

As Direct Selection is not a competitive process, the parties have to agree on all technical and financial matters related to the assignment. Based on the Consultant's reply, the parties should reach an agreement on:

Technical Matters

- ❖ start date and duration of assignment;

- ❖ any shortcomings of the Consultant's offer in terms of methodology, work plan/tasks/activities or proposed experts;
- ❖ final TOR including any suggestions made by the Consultant to improve the TOR (based on the Consultant's offer) and incorporation of appropriate elements of the Consultant's offer in the TOR;
- ❖ experts nominated to carry out the assignment and time schedule for staff including working days per experts, if required precise work plan and activity schedule can be annexed to TOR;
- ❖ outputs/deliverables and respective deadlines to be defined in TOR; and
- ❖ Client's obligations, contributions (counterpart staff, facilities, equipment).

Financial Matters

- ❖ Precise payment terms to be agreed with the Consultant which are most appropriate to ensuring the best delivery of the Services:
 - (i) time-based contract with payments primarily based on staff input (working days per expert) with specified fee rates per expert/working day; or
 - (ii) lump-sum contract with fixed lump sum payments against the satisfactory achievement of outputs (e.g. training or work shop) or submission of deliverables (e.g. inception report, draft final report and final report);
- ❖ For time-based contracts:
 - (i) fee rates per expert per working day; fee rates should only be negotiated to achieve consistency between the quality and the price of the offered services, and not just to achieve a price reduction at all costs; for instance, if staff rates proposed by the Consultant are consistent with market rates for similar services, the fee rates should not be cut unreasonably;
 - (ii) details of reimbursable expenses;
- ❖ For lump-sum-based contracts:
 - (i) Determine the outputs tied to invoices;
 - (ii) Determine the payment schedule for each output.
- ❖ Advance payments are generally limited to initial mobilisation costs of the Consultant up to 20% of the final contract value, advances should generally be recovered as soon as possible (usually against the Consultant's first invoice. The Consultant will normally be expected to provide an advance payment guarantee ; and
- ❖ Determination of any indirect taxes that the Consultant will need to charge the Client, taking into account any exemptions that the Client might be able to obtain.

Contractual terms

- ❖ maximum amounts for Consultant's liability and insurance.

A record of clarifications/negotiations should be prepared, outlining the technical, financial, and contractual terms agreed on during negotiations. The record and the negotiated draft of the consultancy contract will be communicated to the Bank for its no-objection. Upon signing, a copy of the signed contract must be sent to the Bank.

7.3. Single and two stage open competitive selection and Negotiations

7.3.1 Invitation to Negotiations

Upon the Bank's no-objection to the combined technical/financial evaluation report, the Client shall invite the highest ranked Consultant to negotiate the consultancy contract. Contract negotiations

are to be held only with the Consultant which submitted the highest ranked proposal. Parallel negotiations with two or more candidates shall not take place.

Generally, the Client will in its invitation summarise all matters to be negotiated with the Consultant as set out in the evaluation report or as follows:

- ❖ arrangements for negotiations which, depending on the anticipated complexity of negotiations can range from exchange of e-mails to telephone conferences to face-to-face meetings. The date, time and time-frame of any negotiations should be set out. Consultants should be informed that all costs associated with attending negotiation meetings must be borne by them;
- ❖ the Client's representatives responsible for the negotiations;
- ❖ the agenda for the negotiations;
- ❖ details of other engagements of the Consultant that could create a conflict of interest, the Client will determine and confirm that the Consultant is not and has not been engaged by the Client in an assignment that would create a conflict of interest;
- ❖ specific issues to be addressed at negotiations;
- ❖ any information/documentation which the Consultant should submit prior to the negotiations or bring to the negotiations.

7.3.2. Contract Negotiations

In the open competitive selection the evaluation of proposals is generally based on the Consultant's methodology, the CVs and the financial proposal. Therefore, negotiations with the Consultant are subject to the following restrictions:

- (a) Experts nominated in the Consultant's proposal can only be replaced with staff that are equally or better qualified; in case of doubt new CVs should be evaluated using the evaluation criteria as per the RFP and must receive equal or better scores;
- (b) Any Client contributions as summarised in the RFP are not subject to negotiations;
- (c) If price was a factor for selecting the Consultant, the total amount of the final contract budget shall not exceed the amount listed in the Consultant's financial proposal. Unit prices such as daily fee rates should not be increased. The total cost of certain budget lines may be increased or decreased in order to change the emphasis of the assignment (for example by having telephone conferences instead of meetings, reallocation of basic tasks/activities from senior to more junior staff, or adding additional days for a key expert) if the modifications have no negative impact on the overall quality of the Consultant's technical proposal nor on their capacity to successfully implement the assignment. Any such changes should be at the Client's request and not the Consultant's.
- (d) If price was not a factor for selecting the Consultant, the total amount of the final contract budget shall not exceed the total amount as defined in the RFP, if any amount was specified.

In summary, the parties should reach an agreement on:

Technical Matters

- ❖ start date and duration of assignment;
- ❖ shortcomings of or modifications to the Consultant's technical proposal including methodology, work plan/tasks/activities;
- ❖ final TOR including any suggestions made by the Consultant to improve the TOR (based on Consultant's technical proposal) and incorporation of appropriate elements of the Consultant's methodology or work plan/tasks/activities in the TOR;

- ❖ experts nominated to carry out the assignment and time schedule for experts including working days per experts, if required precise work plan and activity schedule can be annexed to TOR;
- ❖ outputs/deliverables and respective deadlines to be defined in TOR; and
- ❖ Client's obligations, contributions, for instance counterpart staff, facilities, equipment.

Financial Matters

- ❖ Precise payment terms to be agreed with the Consultant which are most appropriate to ensuring the best delivery of the Services:
 - (i) time-based contract with payments primarily based on staff input (working days per expert) with specified fee rates per expert/working day; or
 - (ii) lump-sum contract with fixed lump sum payments against the satisfactory achievement of outputs (e.g. training or work shop) or submission of deliverables (e.g. inception report, draft final report and final report);
- ❖ For time-based contracts:
 - (i) fee rates per expert per working day; fee rates should only be negotiated to achieve consistency between the quality and the price of the offered services, and not just to achieve a price reduction at all costs; for instance, if staff rates proposed by the Consultant are consistent with market rates for similar services, the fee rates should not be cut unreasonably;
 - (ii) details of reimbursable expenses;
- ❖ For lump-sum-based contracts:
 - (i) Determine the outputs tied to invoices;
 - (ii) Determine the payment schedule for each output;
- ❖ Advance payments are generally limited to initial mobilisation costs of the Consultant up to 20% of the final contract value, advances should generally be recovered as soon as possible (usually against the Consultant's first invoice). The Consultant will normally be expected to provide an advance payment guarantee ; and
- ❖ Determination of any indirect taxes that the Consultant will need to charge the Client, taking into account any exemptions that the Client might be able to obtain.

Contractual terms

- ❖ maximum amounts for Consultant's liability and insurance;
- ❖ confirmation that the Consultant will sign a standard consultancy contract; and
- ❖ if the Client wishes to depart from standard terms (e.g. use of deliverables, payment terms, modifications to liability and indemnity provisions in Consultant's favour, no insurance for Consultant's liability), the Client should seek legal advice and seek the Bank's no-objection.

A record of clarifications/negotiations should be prepared, outlining the technical, financial, and contractual terms agreed on during negotiations. The record and the final draft of the negotiated contract will be communicated to the Bank for its no-objection.

The Client is advised to explain to the Consultant that the final consultancy contract and all negotiated points are subject to the Bank's no-objection.

7.3.3 Failure of Negotiations

If no agreement can be reached, the Client shall, after obtaining the Bank's no-objection, proceed to terminate negotiations with the Consultant. The Client shall notify the Consultant in writing of all pending issues and disagreements, and provide the Consultant with a final opportunity to respond in writing. In case of unsatisfactory response or lack of response, the Client shall notify the Consultant in writing that negotiations are terminated. The Client shall then invite the next-highest ranked

Consultant and negotiate in accordance with this Section 7.3. Once negotiations with a Consultant have been terminated, they shall not be reopened, unless the Bank provides its no-objection.

7.3.4. Signing the contract and Notification to Unsuccessful Consultants

Following the no-objection of the Bank, the Client shall, without delay.

- a) sign the contract, and send the signed copy to the Bank;
- b) notify the unsuccessful consultants using the templates provided by the Bank; and
- c) arrange for publication of the contract award notice.

Section 8 - Procurement Reviews, Debriefings and Complaints

<https://www.ebrd.com/work-with-us/procurement/project-procurement-complaints.html>

8.1. Issues arising before the Deadline for Submissions

Any issues related to the procurement process that are submitted to the Client shall be treated as requests for clarification (see Sections 5.5 and 6.3 of the Guidelines).

Any issues related to the procurement process applied or the respective procurement documents issued that are submitted to the Bank before the deadline for submission of expressions of interest or proposals, as the case might be, are considered as a "Request for Bank Procurement Review", rather than a complaint.

Any issues should be addressed to the Client. Should the Consultant not be satisfied with the Client's response(s) then the Consultant is entitled to submit a formal Request for Bank Procurement Review to the Bank for its consideration.

Once a Request for Bank Procurement Review has been submitted by a Consultant and received by the Bank in accordance with the above requirements, the Bank will notify the Client that a request has been received, and may request additional information from the Client and/or the Consultant. PPAD will review the issues raised in the Request for Bank Procurement Review based on the information provided by the Consultant and the client. Once PPAD has finalised its review, it will inform the client of its considerations and it is the client's responsibility to inform the Consultants in the procurement process of any actions following the Request for Bank Procurement Review.

8.2. Issues arising after the deadline for submissions - Debriefing

Consultants in a competitive selection process governed by the Bank's PP&R (excluding under other procurement arrangements agreed in accordance with Section III of the PP&R, Articles 2.4, or Article 4 (Procurement in Private Sector Operations)) are entitled to a debriefing

8.2.1. Debriefing by the Client

After notification of award or where a formal decision to reject or not shortlist a Consultant in a request for Expressions of Interest process, or to reject or not select a Consultant during a Request for Proposals process has been communicated to the Consultants, a Consultant participating in a consultant selection process may wish to ascertain the grounds on which their submission was not selected or rejected. The Consultant shall address their request for debriefing to the Client, which is required to provide a debriefing.

The Client and the Consultant should make arrangements for an in person meeting, by videoconferencing or by phone.

8.2.2. Debriefing arranged by the Bank

If the Consultant is not satisfied with the debriefing provided, or the Client has failed to provide a debriefing, and wishes to raise the matter with the Bank, they may ask the Director of the Bank's Procurement Policy and Advisory Department to arrange a formal debriefing with the Client.

Once a Request for the Bank to arrange a debriefing has been submitted by a Consultant and accepted by the Bank, the Bank will notify the Client that a request has been received. PPAD will arrange for a debriefing meeting either in person, by videoconferencing or by phone between the Consultant and the client and will participate, along with the Client and relevant Bank staff, in the debriefing to ensure that all issues have been addressed.

8.2.3. Issues for Discussion at a Debriefing

During a debriefing, the Client can discuss the relative strengths and weaknesses of the Consultant's submission and any other appropriate information necessary for the Consultant to better understand how they can improve its future chances of success. Details of other Consultants' submissions, or details of the deliberations of the evaluation committee (including discussions with the Bank during the procurement process in general, and the no-objection process in particular) shall not be disclosed.

While the Bank will facilitate the debriefing, the responsibility for the debriefing rests with the Client and not the Bank.

8.3. Issues Arising After the Deadline for Submissions -- Complaints

8.3.1. A Consultant raises a Complaint with the Client

When a complaint is addressed to the Client, the Client will review and respond to the complaint. The Client should inform the Bank and should document its handling of the complaint, in the event that the Consultant decides to escalate the issue to a procurement complaint to the Bank.

8.3.2. A Consultant raises an issue to the Bank without having requested and received a debriefing

In this event, the Bank will not treat the issue as a complaint and will send the matter back to the consultant and the client for a debriefing or arrange for a debriefing by the Client (see Section 8.2).

The Client may provide the debriefing to the complaining Consultant by way of a written communication addressing the issues raised by the Consultant, or in a meeting with the

Consultant followed by minutes recording the place and time of the meeting, and matters discussed at the meeting.

If a Consultant is not satisfied, they may lodge a complaint within 14 days from when the debriefing meeting took place or the date when a written debriefing was received by the Consultant.

8.3.3. A Consultant lodges a Complaint after a Debriefing

When a complaint regarding any aspect of a selection process is received by the Bank in accordance with its procurement complaint procedure, the Bank will ensure that the complaint is fully reviewed to its satisfaction and that the Bank's conclusion is communicated to the complainant and the Bank's Client.

Once a Complaint has been submitted by a Consultant and received by the Bank in accordance with its procurement complaints procedure, the Bank will send an email to the Consultant acknowledging receipt by the Bank.

The PPAD will subsequently review the Complaint. The PPAD will undertake its review in close liaison with the Bank staff responsible for the operation and the Client. The Bank may request from the complaining Consultant or the Client further information it requires in order to assess whether the agreed procedures have been followed, or not. This may be an iterative process and may involve the use of independent experts to advise the PPAD.

Ordinarily, the Bank's review will be limited to the issues raised in the Complaint, and will conclude with its decision to uphold or reject the Complaint.

The PPAD will submit its assessment and recommended decision to the Bank's Procurement Complaints Committee (PCC). The Complaint, the PPAD's analysis of the Complaint and its recommendation will be reviewed by the PCC for its decision to either uphold or not uphold the complaint. Once the PCC has made its decision, the client, the complaining Consultant and any other parties concerned will be informed of the outcome of the review.

The PCC's decision is final and not subject to appeal.

The Bank will not reconsider a Complaint it has previously considered unless the request for reconsideration is supported by new evidence which had not been previously available to the complaining Consultant.

By making a decision on the complaint, the Bank decides if a procurement process has been conducted in accordance with the agreed procedures. If a complaint is upheld, the Bank may decide that the contract is no longer eligible for Bank financing and the outstanding portion of the financing allocated to the contract may be cancelled.

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Section 9 – Post-Contracting Matters

9.1 Management of Consultants

The Client - as executing agency - is responsible for administering the contract. The Client should refer to the OL for guidance where necessary, particularly in respect of any matters which impact on the contract with the Consultant.

The Consultant must not be instructed to commence services before the consultancy contract has been signed by the Client and the Consultant. The Client should bear in mind that, until the Loan or Grant Agreement is signed, any services performed by the Consultant is at the Consultants and the Client's own risk and the Bank will not be obliged to pay for such services.

Contract administration requires the Client to:

- ❖ ensure the contract is executed properly;
- ❖ facilitate the Consultant's access to information, sites, agencies, etc., as may be required;
- ❖ ensure prompt decisions and feedback to the Consultant as may be required under the contract;
- ❖ monitor and supervise the Consultant's performance;
- ❖ authorise and arrange eligible payments to the Consultant as provided in the contract;
- ❖ ensure that any chargeable indirect taxes/VAT (related to the services) have been paid in a timely manner and in compliance with the provisions of the consultancy contract;
- ❖ control contract changes and ensure execution of formal amendments;
- ❖ handle claims and resolve disputes;
- ❖ ensure timely and satisfactory completion of the assignment; and
- ❖ evaluate the overall performance of the Consultant.

The Bank and the Client should exchange views with regard to the progress of the assignment. The Client must promptly inform the Bank of any proposed change in the nature or scope of the assignment or of any event or condition which might materially affect the assignment.

9.2 Administration and Supervision

The Client must institute and follow appropriate management and supervision procedures to carry out its obligations to the Bank and the donors.

9.3 Supervision

As part of its supervisory role, the Client should:

- ❖ aim to ensure that the Consultant's work is efficiently performed in accordance with the TOR and, therefore, likely to achieve the defined objectives;
- ❖ respond to changes in circumstances, addressing these in a timely and effective manner;
- ❖ ensure that all parties to the contract meet their obligations under the contract;
- ❖ promptly inform the Bank of any proposed change in the nature or scope of the assignment or of any event or condition which might materially affect the assignment; and
- ❖ exchange views with the Bank concerning the progress of the assignment.

In addition, Client supervision arrangements should routinely address the following:

- ❖ verify that contracted experts are mobilised as planned, that counterpart staff and facilities (if applicable) are made available;
- ❖ ensure that the Consultant has access to necessary information, agencies, Client's personnel etc.;

- ❖ monitor the progress of the work;
- ❖ record all queries made and clarifications provided, concerning the scope and execution of the work; contract provisions; TOR, etc.;
- ❖ ensure that any required progress reports are submitted by the Consultant and that deliverables meet requirements in respect of the scope, quality and form;
- ❖ review and give feedback to the Consultant on deliverables, reports etc. and immediately alert the Consultant if deliverables or reports are late or deficient;
- ❖ immediately identify problems and attempt to agree with the Consultant on remedies;
- ❖ ensure that amounts invoiced are commensurate with the Consultant's performance and consistent with the contract provisions;
- ❖ ensure that eligible payments due to the Consultant are processed and made in a timely manner.

9.4. Contract Administration

9.4.1 Changes to the Contract

Changes to the contract typically include:

- ❖ revisions to the TOR;
- ❖ changes in staffing such as substitutions, additions, etc.;
- ❖ changes in the budget;
- ❖ changes in payment terms;
- ❖ changes in schedule such as milestones, completion date, etc.

All changes to the contract must be agreed **by both parties in writing, following the Bank's no-objection**.

For convenience, a template for contract amendments is included in these Guidelines (Annex 6). The template for contract amendments can be used as a basis for any documents that needs to formalise changes to the contract.

9.5. Contingencies

An amount for contingencies is sometimes provided for in the contract. The contingency budget is intended for necessary expenditure which was not foreseen at the time of the contract. The use of such contingency sum should be agreed with the Bank in writing before the Consultant is authorised by the Client to use it. No formal amendment is necessary.

9.6. Amendments at the Consultant's Request

A claim from the Consultant for a change to the contract because of factors outside the scope of the contract or the control of the Consultant should be acknowledged and seriously reviewed, and not rejected out of hand.

If the claim is determined to be unsubstantiated and not supported by the contract conditions, the Client should so inform the Consultant in writing. If there is justification for part or all of the claim, the claim should be treated in the same manner as a contract change.

Any changes will be subject to the Bank's no-objection.

9.7. Invoices and Disbursement Requests

The consultancy contract sets out the essential elements of the invoicing structure of the consultancy contract. When a Consultant submits an invoice to the Client, the Client needs take the following measures.

9.7.1. Verification of the Invoice

The Client shall verify that the invoice is compliant with the terms agreed in the contract (see Sections 7.2 and 7.3.2.), especially that the conditions for payment have been met.

In particular, the Client shall verify that the invoiced services have been performed in accordance with the requirements of the contract. If the invoiced services do not meet the requirements of the contract, the Client shall inform the Consultant in accordance with the relevant provisions of the contract and dispute the amount of the invoice, in whole or in part.

The Client shall verify that the invoice is correct.

For time-based contracts, this means verifying that:

- any part of the advance that was agreed to be offset against the invoice has been offset in accordance with the contract;
- the services that are covered by the invoice have been performed;
- the number of fee days and the fee rates are correct;
- the amounts of the reimbursable costs are correct; and
- adequate receipts have been submitted along with the invoice, if receipts are required by the contract.

Annex 5 of these Guidelines provides a detailed checklist that the Client can use to ensure that all elements of the invoice have been verified. If any part of the invoice is incorrect, the Client shall inform the Consultant in accordance with the relevant provisions of the contract and dispute the amount of the invoice, in whole or in part.

9.7.2. Request for Drawdown, Disbursement, or Payment

After verifying the Consultant's invoice, the Client shall submit to the Bank an appropriate request for disbursement, using the forms included in the grant agreement of the loan agreement.

The amount of the requested drawdown or disbursement shall be equal to the accepted amount of the invoice(s).

The Bank shall not make any disbursements under a loan or grant agreement until the loan or grant agreement has become effective. The conditions for effectiveness are set out in the loan or grant agreement, but, normally, at a minimum, the Client needs to have duly executed and delivered the loan agreement or grant agreement and related documents.

Unless the loan agreement provides otherwise, requests for drawdowns under a loan agreement, and any communications in relation to the drawdowns under a loan agreement must be addressed to:

Operation Administration Department (OAD)
European Bank for Reconstruction and Development,
One Exchange Square,
London EC2A 2JN,
United Kingdom

Unless the grant agreement provides otherwise, requests for payment under a grant agreement, and any communications in relation to the payments under a grant agreement must be addressed to:

Donor Funds Operations (DFO)
European Bank for Reconstruction and Development,
One Exchange Square,
London EC2A 2JN,
United Kingdom
E-mail: donorinvoices@ebrd.com

In the event that, for a single invoice, the Client intends to seek disbursement under both a loan agreement and a grant agreement, the Client shall determine the amount requested for disbursement under the loan agreement and the amount requested for disbursement under the grant agreement, and shall address separate requests for disbursement for the loan-funded (to OAD) and the grant-funded parts (to DFO) of the invoice.

9.8. Disputes

If the Client and the Consultant cannot agree on an outstanding claim or any other provision in the contract, the parties should agree that a dispute exists and decide on a mechanism to resolve the dispute as expeditiously and amicably as possible and in line with the provisions of the contract.

Where possible the Client should endeavour to keep written records of disputes e.g. e-mails sent to Consultants about poor performance, attendance notes of telephone conversations etc.

The Bank must be informed in writing as soon as it has been agreed by the parties that a dispute exists.

9.9. Termination of the Contract

Prior to considering termination procedures, the Client must review the relevant termination provisions in the contract and should consult with the Bank.

In the event that the Client finds it necessary and contractually justifiable to terminate a contract, it should prepare a note outlining the causes and justification for termination.

This should be submitted to the Bank for its no-objection prior to the Client issuing a formal notice of termination to the Consultant.

9.10. Audit Trail Facilities

The Client must maintain and retain adequate financial records to ensure that a complete and accurate audit trail of financial transactions under the contract is maintained. In particular, any

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original evidence the Consultant was required to submit under the terms of the Contract as a condition for payment of the invoices (e.g. reports, receipts, timesheets) need to be retained.

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Annexes

Annex 1 – Version History

These Guidelines are current as of 1 January 2020.

Update 1 – 1 January 2020

- Incorporation of single grant agreement and disbursement instructions (Sections 1.1 and 9.7)
- Clarifications regarding responses to requests for clarifications in Single-Stage Open Competitive Selections (Section 5.5) and Requests for EOIs (Section 6.3).
- Elaboration on the Bank's issues resolution approach, including Requests for Bank Procurement Review, Debriefings, and Complaints (Section 8)
- Inclusion of an invoice verification checklist (Annex 5)
- Inclusion of a template for contract amendments (Annex 6)

Annex 2: Structuring the Assignment

2.1 Guidance Note for the Preparation of Terms of Reference

2.2 Profile of Consultant (Individuals)

2.3 Profile of Consultant (Firms)

2.4 Cost Estimate

2.5 Implementation Schedule

Annex 2.1 Guidance Note for the Preparation of Terms of Reference

The Terms of Reference (TOR) are detailed instructions to Consultants as to the services they should perform to complete an assignment for the benefit of a recipient. The preparation of realistic and relevant TOR is one of the most important elements contributing to the quality of Technical Cooperation (TC) projects.

The purpose of this document is to give the basic structure of terms of reference for Technical Cooperation projects, whether financed by Donor Funds or under a Bank loan, as well as some guidance for their preparation and presentation. They have to be modified and developed according to the requirements of the individual case.

When engaging Consultants it is important that the TOR describe clearly and comprehensively what the requirements are. This will allow comparable proposals to be received, and selection to be made on fair and equal terms, ensuring the Consultant's adequate competence for the task. Clear and comprehensive TOR are also essential for an enforceable contract to be concluded. TOR serve as a reference against which performance can be assessed.

TOR describe the nature, scope, processes, products, timing, and conditions of services delivered by a Consultant to its recipient. Contracting arrangements, selection criteria, as well as the maximum budget available, are sometimes found in TOR but are better placed in a letter of invitation to submit proposals or the like. There are various formats that have been adopted for TOR, but the best practices follow the sequence indicated below:

1. Background

This section should set the assignment in its context. Include relevant information which helps the Consultants planning the assignment. For example, appropriate background information, which should be as concise as possible, may answer such questions as:

- ❖ Why is the assignment being undertaken?
- ❖ For whom the assignment is needed?
- ❖ How does it fit into a programme or project?
- ❖ Where is it located?
- ❖ What are the type of activities carried out?
- ❖ Who is supervising the assignment?
- ❖ What are current issues to be resolved?
- ❖ Who might finance implementation?

Include information on related Bank-financed projects. Indicate work already carried out and reports etc. available, as well as other consultancy going on in parallel (instructions for dove-tailing would then be given under Implementation Arrangements).

2. Objectives of the consulting services

This section should cover statements of the objectives of the assignment as clearly and specifically as possible. Define clearly what you are aiming to accomplish, WHY you want the work done, and what are the expected results of the assignment. Adapt the objectives to

the structure of the scope of work defined under the subsequent section. The objectives may relate to:

- ❖ assessing project feasibility
- ❖ preparing an investment programme
- ❖ identifying problems and recommending methods for solving them
- ❖ designing structures
- ❖ developing new methods, systems, approaches, or services
- ❖ strengthening the recipient's capacity in performing its activities
- ❖ performing due diligence
- ❖ training staff and transferring skills

These objectives should be concise and easily understood by all parties, such as government agencies, funding agencies, recipient staff, and Consultants. Usually a prime or central objective (main purpose) and a set of two or three objectives with clear relationships between them would suffice.

The TOR should be drafted with an overall outcome in mind, which describes a changed situation in the future that results from the successful achievement of all the assignment's outputs, and all the risks having been mitigated. This will be measured by the Bank using a series of indicators that can measure the achievement of the outcome.

3. Scope of services

Describe WHAT you want done to ensure that the objectives of the project are achieved. Often the services required by the borrower are subdivided into tasks, and most description of tasks begin with the phrase *inter alia*. This denotes that while the recipient expects certain specific tasks from the Consultants, they should also carry out other tasks that in their professional judgment may be required to achieve the assignment objectives.

Usually, a first section of the scope of services briefly describes the work to be carried out by the Consultants, its phasing (if appropriate), the institutional arrangements, and the manner in which the Consultants should cooperate with the recipient. Subsequent sections describe the principal components presented as block of activities with specific tasks for each phase. Each main component should preferably have an outcome that mark a point of decision in the project and which can serve as a milestone against which to measure the progress of the work.

In defining the tasks of the Consultants, TOR drafters should take care not to be too prescriptive about the inputs and methodology required for specific tasks. It is more important to emphasise the practical intent behind the task and how its results will be applied. The Consultants will use their proposals to describe their methodology in detail. It is advisable to formulate the scope of work in a logical and manageable structure so that when proposals are requested, for each main task, the Consultants can describe their approach and work plan, experts to be used, and time inputs.

4. Implementation arrangements

Describe how the project will be managed and supervised, covering the roles of the Bank and the recipient, as well as the Consultant's internal management responsibilities.

Describe requirements for involving local Consultants and recipient counterparts, and for ensuring appropriate transfer of know-how relating (as applicable) both (i) to the object of the project and (ii) to the work carried out by the Consultant.

Describe engagements made by the recipient with respect to provision of counterpart staff, data, facilities, services (secretarial support, interpretation, translation), accommodation, local transport, etc.

Local support as mentioned has several benefits, particularly in a Technical Co-operation context: it demonstrates commitment of the recipient; it increases the quality of the work and the sustainability of its results; it saves scarce resources; and it saves Consultant time and effort in making local arrangements. Any local support needed for the work but not provided by the recipient has to be covered elsewhere in the terms of reference.

Indicate any equipment etc. (like office equipment and supplies, computers and software, vehicles, instruments) necessary for the implementation of the project and to be procured by the Consultant. Give instructions for procurement, referring to the Bank's Procurement Policies and Rules.

5. Deliverables

Describe the outputs in concrete terms, and the supporting documentation to be provided. Refer to the tasks under "scope of services" above as appropriate. Give a timetable for implementation, preferably in terms of tasks to be performed or results to be achieved a certain time (days, weeks, months, as appropriate) after the commencement of services. Clear milestones are essential for linking payments to performance.

When listing reports to be provided, remember that in many cases, especially in institution building and advisory services, documentation is only a support for know-how, skills and procedures which in the first place must be in the minds of recipient staff as known, understood and accepted courses of action.

Treat separately reports documenting or illustrating the project output, i.e, forming part of the tasks to be performed, and those to be provided for monitoring purposes (typically inception report, progress reports, final report).

State which reports are due, when and to whom they should be submitted, the number of copies, language(s), time allocated for the recipients of drafts for review and comment, and for the Consultant to incorporate those comments in final reports.

Translation must be of high quality, but is time consuming and can be costly to achieve good quality translation. Nevertheless, many assignments will be critically dependent on the ability of the recipient to understand, accept and implement what the Consultants are doing. Provision of selected reports or executing summaries in the local language is often a 'must have' of a successful Technical Cooperation project. Such requirements need to be spelled out in the terms of reference. Also consider other arrangements for ensuring proper information of the recipient and other interested parties, like information sessions, workshops, and the like.

Annex 2.2 Profile of the Consultant Required (for Individual Consultants)

The profile of the Consultant should be consistent with the standard CV form in order to facilitate the evaluation and verification of the capability of the potential candidate(s).

It should include the following criteria:

- ❖ **qualifications and professional expertise**
- ❖ **general and specific experience**
- ❖ **other skills, e.g. computer literacy, languages, etc.**
- ❖ **regional/local experience and/or location**

The profile of the Consultant should also form the basis for deriving the appropriate criteria and weightings for the short list evaluation and the evaluation of proposals.

Annex 2.3 Profile of the Consultant Required (for Consultancy Firms)

The profile of the Consultant should be designed to facilitate the evaluation and verification of the capability of the potential candidate(s) for short listing and selection. It should include the following minimum qualifying requirements:

- ❖ **specific characteristics of the firm as regards size, organisation, specialisation, etc.**
- ❖ **general and specific experience of the firm (relevant to the assignment/project)**
- ❖ **calibre of staff [*same as for individual Consultants above*]**
- ❖ **regional/local experience, location or associations**

Annex 2.4 Cost Estimates

In order to determine the selection procedure and commit the necessary budget resources, it is necessary to determine the estimated cost of the proposed contract.

The cost estimate must be based on a realistic assessment of the resources needed to carry out the assignment.

The estimated cost of the contract is normally made up of the following categories:

- ❖ Consultant fees
- ❖ per diem allowance
- ❖ reimbursable expenses
- ❖ contingencies

A format for preparing a summary of contract cost estimates is attached.

Summary of Contract Cost Estimates (exclusive of VAT)⁶

[contract
currency]

1. Fees :

Job Title	Working Period	In the Field	In Home Office	Total Period	Expert Rate	Total
[Expert function]	[hours / days / months]				[expert's fee rate per unit]	[total fees of Expert]
						[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 UN⁷]

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

Local Travel

⁶ The contract budget is exclusive of any indirect taxes/VAT; It should be determined, as soon as possible, whether any indirect taxes/VAT would be chargeable relating to the services, and if so, the Client should be informed of this and if the Client is unable to obtain any tax exemption, the Client should confirm its agreement to pay indirect taxes/VAT directly to the Consultant/s.

⁷ 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.

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

Journey	Cost	No. of Journeys	Total
[List of journeys]	[cost per journey]		[total per journey]
Total Local Travel			local travel total

Miscellaneous:

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

Visas	[List details – number, if applicable, unit cost, if applicable]	[List total costs per item]
Interpretation		
Reports		
Communications		
Equipment Purchase		
Accommodation (not listed in Per Diem)		
[List other Miscellaneous Expenses]		
Miscellaneous Total		

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

4. Contingencies:	
TOTAL MAXIMUM CONTRACT AMOUNT (Contract Ceiling Amount)	[List total cost of the assignment, exclusive of VAT]

Notes for preparing contract cost estimates

Consultant fees

Consultants are normally paid for their services on the basis of a certain remuneration per day of work (the 'daily rate'). A corresponding monthly rate may be calculated by multiplying the daily rate by 22, and an hourly one by dividing by 8. These figures would also be used correspondingly for other conversions between hourly, daily and monthly rates.

Unless otherwise specified in the contract, the daily rate would normally cover the remuneration of the work of the Consultant, including all costs associated with the employment (or self employment) of the expert. Among such costs would be salary; taxes of all kinds; insurance and pension contributions; holidays; administrative, technical and secretarial support services; office costs (including premises, telecommunications, equipment and consumables), overheads (including costs for preparing a proposal and negotiating a contract) and profit. However, the Consultant should be paid for services

provided, not just for time spent. A daily rate would therefore be used for determining the appropriate cost of the work (even when a lump sum contract may be contemplated), but the contract would set out the specific conditions for paying the services.

The Client does not have full freedom to agree to any rates with Consultants they intend to engage with the use of Donor Funds. The applicable rates must be commercially reasonable and acceptable to the Bank.

Per Diem Allowances

Consultants working away from their usual place of residence are entitled to have their costs for board, lodging, and sundry expenses covered by the contract budget. This is commonly arranged by paying a fixed sum for this purpose for each night spent on the assignment, without a requirement to submit receipts for the actual expenses made. This fixed sum is usually called the 'per diem' rate.

Per diems are usually approved for experts working on short-term assignments. For assignments lasting three months or more the accommodation rather than a per diem is paid (as a reimbursable expense).

The maximum per diem rates allowed are the rates determined monthly by the United Nations and published on the Internet under <http://www.un.org/depts/icsc/off/dsa/reports/index.htm> as well as in hard copy.

Reimbursable Expenses

In addition to fees and per diems, other costs are reimbursed if and as agreed in the contract.

Normally, real costs would be reimbursed, but only against submission of corresponding receipts and up to the ceiling amount indicated in the contract. For practical purposes, when a large number of small cost items of a certain nature and of moderate total value are expected to appear, a lump sum payment for this kind of expenses may be provided for in the contract.

Expenses of a kind which normally would be included in the daily rates, but which are likely to significantly exceed normal levels, may be costed and reimbursed separately. Examples of such costs are telecommunications charges for a Consultant required to carry out telephone research, or printing costs for a Consultant preparing documentation for wide circulation.

For air travel, in all cases when Donor Funds are used, only costs up to a maximum of the full economy class fare may be reimbursed.

Contingencies

Contingencies are amounts set aside in the contract budget to cover the additional costs resulting from unforeseen events. They may only be used for this purpose, and only after previous written agreement by the Client. This agreement should indicate the intended use, as applicable. Whether the contingencies are used to cover fees, per diems or expenses, the corresponding invoices should be accompanied by the same kind of supporting evidence (time sheets, hotel bills, receipts) as required for the main budget of the contract.

Indirect taxes/VAT

Unless otherwise notified, the Consultant must determine whether any VAT would be chargeable on the services and state the basis for such determination in its financial proposal without taking into consideration the status of the Client or the Bank's special status as an international financial institution.

It is intended that the Client with the assistance of the Bank, where appropriate, will use best efforts to obtain tax exemptions for indirect taxes/VAT on the consultancy contract, or be responsible for payment of indirect taxes/VAT.

The Consultant shall be responsible for the payment of all other taxes which might arise in connection with the services. To the extent, however, that a Consultant incurs VAT on goods and services purchased in connection with the provision of the services (e.g. VAT on airline tickets) which is not otherwise recoverable by the Consultant from the local tax authority, the gross cost to the Consultant of such expenses shall be treated as a reimbursable expense.

Annex 2.5 Implementation Schedule

The period between the decision to proceed with the assignment and the signing of the contract will be significantly influenced by the selection procedures to be followed.

The period for carrying out the assignment should reflect good professional practices and the norms of the sector involved.

Where progress of the assignment is contingent on the supply of data or services by the Client, reviews and approvals of interim reports etc., a realistic amount of time should be provided for in the schedule for such activities.

The overall schedule must be checked for consistency with specific milestone such as deadline requirements. If these milestones are unachievable or unrealistic within the constraints of the required selection procedures, they should be amended

A format for preparing the estimated implementation schedule is attached.

In the model, the following abbreviations are used:

- DS = Direct Selection (Section 4 of the Guidelines)
- SSOCS = Single Stage Open Competitive Selection (Section 5 of the Guidelines)
- TWOCS = Two-Stage Open Competitive Selection (Section 6 of the Guidelines)
- N/A: This step is not applicable for this selection process
- X: This step is applicable for this selection process.

Model format for preparation of implementation schedule

Event	Week No.* Est. Contract Value (EUR)			Notes / Steps
	DS ⁸	SSOCS ⁹	TWOCS ¹⁰	
Decision to proceed obtained	0	0	0	Definition of the assignment should have been completed
Publish Procurement Notice	N/A	x	x	Allow required time for the Bank to publish Procurement Notice.
Receive EOI	N/A	N/A	x	Allow required time for submission of EOI (See Annex 3 below).
Prepare shortlist evaluation report	N/A	N/A	x	Allow adequate time for Bank's review.
Issue RFP	N/A	N/A	x	Allow required time for preparing proposals (See Annex 3 below).
Receive Proposals (Public opening of proposals)	N/A	x	x	
Prepare technical evaluation report	N/A	x	x	Allow adequate time for evaluation and Bank's review.
Public Opening of Financial Proposals	N/A	x	x	Allow sufficient time to issue invitations to consultants.
Prepare financial evaluation report and overall evaluation report	N/A	x	x	Allow adequate time for evaluation and Bank's review.
Select Consultant and invite for negotiations	x	x	x	Allow adequate time for evaluation and Bank's review.
Negotiate contract	x	x	x	Allow adequate time for negotiations and Bank's review
Sign contract	x	x	x	Transmit signed copy to Bank (electronically)
Sign loan agreement / grant agreement (if not	x	x	x	Transmit executed copy to Bank

⁸ Direct Selection.⁹ Single-Stage Open Competitive Selection.¹⁰ Two-Stage Open Competitive Selection.

yet signed)				
Contract implementation	x	x	x	Allow adequate time for review of Consultants' reports and outputs
Contract Completion	x	x	x	

Annex 3: Time Limits in Procurement Process

Stage of Process	Time Required		Subsequent Action
	Minimum	Normal	
Expressions of Interest (Two-Stage Open Competitive Selection only)			
Invitation to submit Expressions of Interest	14 days	21 days	Finalise Shortlist
Requests for Proposals (Single Stage or Two Stage Open Competitive Selection)			
Request for Proposals: Electronic submissions only	30 days	45 days	Evaluate proposals
Request for Proposals: Hardcopy submissions	45 days	60 days	Evaluate proposals

- ❖ The time allowed must be from the date of publication of the Procurement Notice or the dispatch of the Invitation to submit Proposals (in the event of Two-Stage Open Competitive Selection), to the deadline specified for the subsequent action.
- ❖ For the purpose of calculating the deadlines, a day means a calendar day. Deadlines shall be set to expire only on EBRD HQ working days; if a deadline should fall on a Saturday, Sunday, or English Bank Holiday, the deadline should be extended to the next English working day.
- ❖ If the Bank requires the EOI or Proposal to be submitted in any language other than English, the period given in the “Normal” column, above, will apply.

Annex 4: Procurement Templates for consultancy assignments

- 4.1. Declaration of Impartiality and Confidentiality
- 4.2. Shortlisting Report Template
- 4.3. Minutes of Opening of Technical Proposal template (RFP)
- 4.4. Technical Proposal Evaluation Report Template (RFP)
- 4.5. Invitation to attend financial opening.
- 4.5. Minutes of Opening of Financial Proposal template
- 4.6. Proposal Evaluation Report Template – Financial + Technical Combined

Annex 4.1. Declaration of Impartiality

DECLARATION OF IMPARTIALITY AND CONFIDENTIALITY¹

Name of Project: [...]

Name of Assignment: [...]

I, the undersigned (full name),

Having been nominated by (Client)

To participate as *member/chairperson/observer* of the Evaluation Committee constituted to evaluate the responses to the notification received for the above project/assignment.

I, the undersigned, hereby declare that I agree to participate in the evaluation of the expressions of interest and / or proposals for the above-mentioned assignment. By making this declaration, I confirm that I have familiarised myself with the information available to date concerning this consultant selection process. I further declare that I shall execute my responsibilities honestly and fairly. I am independent² of all parties which stand to gain from the outcome of the evaluation process³. To the best of my knowledge and belief, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence in the eyes of any party; and, should it become apparent during the course of the evaluation process that such a relationship exists or has been established, I will immediately cease to participate in the evaluation process.

I agree to hold in trust and confidence any information or documents ("confidential information") disclosed to me or discovered by me or prepared by me in the course of or as a result of the evaluation and agree that it shall be used only for the purposes of this evaluation and shall not be disclosed to any third party. I also agree not to retain copies of any written information or prototypes supplied. Confidential information shall not be disclosed to any person not included in the Evaluation Committee.

Name :

Signed :

Date :

¹ To be completed by all persons involved in an evaluation process (including members of the Evaluation Committee, whether voting or not-voting and any observers).

² Taking into consideration whether there exists any past or present relationship, direct or indirect, whether financial, professional or of another kind.

³ i.e. all participants in the consultant selection process, whether firms, individuals or members of a consortium, or any of the partners or subcontractors proposed by them.

Annex 4.2. Shortlist Report Template

Short Listing Report

TO: [EBRD Operation Leader]

DATE:

VIA: [Chairperson]

FROM: Evaluation Committee

CC: EBRD Project
Implementation
Adviser

Country of Operation / Client name	
Name of Project:	
Name of the assignment:	
Assignment Reference:	[Insert EBRD reference, usually DTM number or TCS ID]
Date of publication of the invitation for Expressions of Interest:	
Deadline for submission of Expressions of Interest:	

Shortlisting Procedures

An Evaluation Committee composed of the following members was convened:
[at least 3 members].

Name	Title/function/position

--	--

The following submissions were received by the deadline:

Lead Firm / Country	Partner Firm(s) / Countr(y)(ies)

The Evaluation Committee examined, evaluated and ranked the submissions received, applying the evaluation criteria and methodology outlined in Attachment 3. The evaluation forms covering the examination, evaluation and ranking of the Consultants are in Attachment 2. All members of the evaluation committee have signed the declarations of impartiality in Attachment 1.

Letters to consultants who were not shortlisted

The draft letters that will be sent to the consultants who were not shortlisted are attached as Attachment 4.

Recommendations:

The Evaluation Committee recommends that the following *[not more than 6]* Consultants should be short listed and invited to submit proposals for this assignment:

Lead Firm / Country	Partner Firms

Evaluation Committee:

Name	Signature	Date

[Each member to sign]

Attachments:

- Attachment 1: Declarations of Impartiality and Confidentiality (one scanned signed sheet for each member of the Evaluation Committee) ¹¹
- Attachment 2: Evaluation forms:
Form 1. Examination of submissions
Form 2. Evaluation of qualified Consultants submission (as per Weighted REOIScoresheet) and total evaluated scores and ranking of qualified Consultants (As per "Summary" in Weighted REOI Scoresheet)¹²
- Attachment 3: Evaluation Methodology
- Attachment 4: Draft letters to consultants who were not shortlisted

¹¹ Annex 4.1 to the Guidelines.

¹² An ExCel spreadsheet template can be downloaded from EBRD's website: <https://www.ebrd.com/work-with-us/procurement/project-procurement/standard-procurement-documents.html> .

Attachment 2 – Form 1 to Shortlisting Report

Examination of Submissions

Name of Project:	
Name of the assignment:	
Assignment Reference:	<i>[Insert EBRD reference, usually DTM number or TCS ID]</i>

All of the consultants responding to the notification of the assignment were examined to determine whether they were qualified to perform the assignment.

Name of Lead Firm or Individual / Nationality	Name of associated firm(s) / nationality (if applicable)	Initial Examination (admin criteria)	Responsive Long List (min evaluation criteria)	Remarks (Strengths / Weaknesses)

Attachment 3 To Shortlisting Report – Evaluation Methodology**Short Listing Methodology**

The short listing exercise should be carried out by the evaluation committee as a group and all decisions should be arrived at on the basis of consensus.

A. Examination of submissions

1. All submissions received are examined for responsiveness:

[Is the submission adequate and complete, and provides an acceptable basis to arrive at a judgement as to whether the firm has appropriate experience, expertise and capacity to satisfactorily perform the assignment?].

- completeness of information
 - clarity and quality of information
 - language of submission
2. Submissions which are found to be inadequate or deficient and fail to meet the basic requirements of the submission shall be rejected.
 3. The results shall be presented in Form 1.

B. Minimum qualifying requirements

1. The remaining submissions are evaluated to arrive at a judgement, on the basis of the information submitted, whether the firm has the minimum appropriate experience, expertise and capacity to satisfactorily perform the contract.

*[Using the **Consultants Profile** - the minimum qualifying requirements should be listed:]*

- Experience: *[general, specific, location]*
 - Expertise: *[staff, management]*
 - Capacity: *[demonstrated capacity relative to the assignment, back up staff, local presence/association]*
2. Consultants which fail to satisfy the minimum requirements with respect to experience, expertise and capacity needed to perform the assignment shall be rejected. The results shall be presented in Form 1.

C. Long list of qualified consultants:

1. The remaining submissions represent the long list of qualified consultants.
2. If the long list does not exceed 6 consultants, the long list should be adopted as the short list.

D. **Short List**

1. The short list shall be composed of the top ranked consultants, subject to the following provisions in EBRD's PP&R - Section III, Article 5.4:
 - not less than 3 and not more than 6 qualified and experienced consultants, including, wherever possible, at least one qualified consultant from one of the Bank's countries of operation;
 - normally no more than 2 consultants from any one country; and
 - a wide geographic spread of consultants.
2. In the event that 2 or more consultants are ranked 6th, then the consultant(s) having the highest total number of points awarded under categories - Good and Excellent, shall be ranked highest. In the event of a further tie, the consultant(s) having the highest total number of points awarded under the category – Excellent - shall be ranked highest. Any further tie shall be resolved by the committee deciding on the ranking of the tied consultants.

Attachment 4: Draft Letters to Unsuccessful Consultants

[Insert respective Final Draft Letters to the consultants who were not shortlisted. Use the following sample as a drafting aid]

[Sample letter to a consultant who was not shortlisted]

Name of Project: _____

Name of Consultancy Assignment: _____

[Insert respective consultant's name]

Dear _____

I refer to the Expression of Interest that you have submitted for the above referenced project.

We regret to inform you that, as a result of the expressions of interest evaluation process, you have not been shortlisted for further participation in this consultant selection process.

The reason why your Expression of Interest was unsuccessful in this shortlisting process is the following:

[select one of the following reasons]

- Not eligible.
- Non-responsive to the requirements of the Invitation to Submit EOIs.
- Did not meet the minimum qualifying technical score.
- Not one of the top ranked firms.

The following consultants have been shortlisted for the assignment:

Lead Firm / Country	Partner Firm(s) / Countr(y)(ies)

Please also note that you may request a debriefing by ourselves to ascertain the grounds on which you have not been shortlisted for further participation in this consultant selection process.

Yours Sincerely,

[Client]

OFFICIAL USE

OFFICIAL USE

OFFICIAL USE

OFFICIAL USE

Annex 4.3. Minutes of Opening of Technical Proposals

Country of Operation / Client name	
Name of Project:	
Name of the assignment:	
Assignment Reference:	<i>[Insert EBRD reference, usually DTM number or TCS ID]</i>
Deadline for submission of proposals:	
Time and place of opening of proposals:	<i>[Insert date, time, and place of the public opening.]</i>

1. The Opening of technical proposals took place in the presence of the following Client representative(s) and/or observers:

Name	Title/function/position

2. The following representatives from consultants or other organisations attended the opening:

Name	Title/function/position and organisation

3. Sealed proposals were received from the following consultants within the deadline for submissions:

Lead Firm / Country	Partner Firm(s) / Countr(y)(ies)

4. The following proposal(s) were received after the deadline for submissions:

Lead Firm / Country	Partner Firm(s) / Countr(y)(ies)

5. The following submissions were also received within the deadline for submissions:

5.1. Withdrawal of Proposals:

Lead Firm / Country	Partner Firm(s) / Countr(y)(ies)

5.2. Modifications:

Lead Firm / Country	Partner Firm(s) / Countr(y)(ies)

5.3. Substitutions:

Lead Firm / Country	Partner Firm(s) / Countr(y)(ies)

6. The following technical proposals, modifications, substitutions and withdrawal notices were opened:

6.1. Technical proposals:

Lead Firm / Country	Partner Firm(s) / Countr(y)(ies)

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6.2. Modification(s):

Lead Firm / Country	Partner Firm(s) / Countr(y)(ies)

6.3. Substitution(s):

Lead Firm / Country	Partner Firm(s) / Countr(y)(ies)

6.4. Withdrawal notice(s):

Lead Firm / Country	Partner Firm(s) / Countr(y)(ies)

Proposals for which a withdrawal notices was received were not opened.

The original proposals covered by substitution(s) were not opened.

Sealed envelopes marked "Financial Proposals" for all technical proposals, substitutions and modifications, were not opened. These will be retained in a secure place for safekeeping.

7. Observations:

The financial proposal(s) of the following consultant(s) were observed as being unsealed:
[*name(s) of consultant(s) – "N/A" if none*]:

No financial proposal envelope was received from the following consultant(s): [*name(s) of consultant(s) – "N/A" if none*]:

[*Any other relevant observations of the proposals received and opened*].

Client's Representative:

Name	Signature	Date

cc:

- Copy for Client's records

- Members of the evaluation committee
- The Bank
- Consultants who submitted proposals.

Annex 4.4. Technical Evaluation Report

TO: [EBRD Operation Leader]

DATE:

VIA: [Chairperson]

FROM: Evaluation Committee

CC: EBRD Project
Implementation
Adviser

Country of Operation / Client name	
Name of Project:	
Name of the assignment:	
Assignment Reference:	[Insert EBRD reference, usually DTM number or TCS ID]

An Evaluation Committee composed of the following members was convened:

Name	Title/function/position

Examination of Proposals

All of the technical proposals and submissions received by the proposal submission deadline were examined for completeness and responsiveness.

The following technical proposals were received:

Lead Firm / Country	Partner Firm(s) / Countr(y)(ies)
---------------------	----------------------------------

On the basis of the findings the Evaluation Committee rejected the following proposals as substantially non-responsive:

Lead Firm / Country	Reason for rejection

Substantially responsive Technical Proposals:

The following technical proposals were determined to be substantially responsive and to be subject to a detailed evaluation and comparison:

Lead Firm / Country	Partner Firms

Evaluation of Technical Proposals:

Each voting member of the Committee carried out an independent evaluation of each substantially responsive technical proposal listed above.

The Technical Evaluation Score Sheets in the standard format, completed in the manner and detail indicated therein and signed by the relevant member(s) of the Evaluation Committee are attached (Attachment 2-1).

Attachment 4 details the strengths and weaknesses of each technical proposal, evaluated in accordance with the provisions of the Request for proposals (RFP).

The following table shows the results of the consolidated evaluation of the technical proposals. Proposal(s), which scored less than the minimum acceptable threshold(s) specified in the Evaluation Criteria and Methodology for one or more of the criteria outlined in the RFP, are marked in **bold** and were rejected for further evaluation.

Rank	Name of Consultant (Lead Firm)	Criterion 1*	Criterion 2*	Criterion 3*	Criterion 4*	Technical Score*	Above all Thresholds ¹³
1.							Yes/No
2.							Yes/No
3.							Yes/No
4.							Yes/No
5.							Yes/No
6.							Yes/No

*the average score of the evaluation committee should be indicated, not the scores of the individual evaluators

Threshold for Criterion 1, if any, was: _____

Threshold for Criterion 2, if any, was: _____

Threshold for Criterion 3, if any, was: _____

Threshold for Criterion 4, if any, was: _____

Threshold for Overall technical score was: _____

Letters to unsuccessful consultants

The draft letters that will be sent to the unsuccessful consultants are attached as Attachment 5.

Recommendation

The Committee requests EBRD's no-objection of this Technical Evaluation Report and for proceeding to the opening of financial proposals and recommends that the financial proposals of the following Consultants are considered for financial evaluation:

Name of Consultant (Lead Firm)

The Committee understands that no modifications to the technical evaluation scores may be made after the submission of this Technical Evaluation Report.

Evaluation Committee:

Name	Signature	Date

¹³ Individual criteria and overall

--	--	--

[Each member to sign]

Attachments

- Attachment 1: Declarations of Impartiality and Confidentiality (one scanned signed sheet for each member of the Evaluation Committee) ¹⁴
- Attachment 2: Evaluation forms:
Form 1: Individual Technical Evaluation Score Sheet, signed by each Evaluator
Form2: Combined Technical Scoring (Technical Ranking)
- Attachment 3: Evaluation Methodology (from the RFP)
- Attachment 4: Detailed Strengths and Weaknesses of Technical Proposals
- Attachment 5: Draft Letters to Unsuccessful Consultants
- Attachment 6: Draft invitation letter to public opening of financial proposals¹⁵

¹⁴ Annex 4.1 to the Guidelines.

¹⁵ Annex 4.5 to the Guidelines.

Attachment 4 to Technical Evaluation Form - Detailed Strengths and Weaknesses of Technical Proposals.

The Client should provide a brief description of the relative strengths and weaknesses of each Technical Proposal. The strengths and weaknesses should be identified and evaluated in accordance with the criteria specified in the RFP.

Consultant (Lead) / Country	Criteria	Comments on Strengths & Weaknesses¹⁶ (references to pages in the proposal are preferred)
1	Criterion 1	
	Criterion 2	
	Criterion 3	
	Criterion 4	
	General	Other Comments (<i>including specific reasons should the Proposal fail the minimum thresholds / Technical Evaluation</i>)
Consultant (Lead) / Country	Criteria	Comments (Strengths & Weaknesses)
2	Criterion 1	
	Criterion 2	
	Criterion 3	
	Criterion 4	
	General	Other Comments (<i>including specific reasons should the Proposal fail the minimum thresholds / Technical Evaluation</i>)
Consultant (Lead) / Country	Criteria	Comments (Strengths & Weaknesses)
3	Criterion 1	
	Criterion 2	
	Criterion 3	
	Criterion 4	
	General	Other Comments (<i>including specific reasons should the Proposal fail the minimum thresholds / Technical Evaluation</i>)
Consultant (Lead) / Country	Criteria	Comments (Strengths & Weaknesses)
4	Criterion 1	
	Criterion 2	
	Criterion 3	
	Criterion 4	
	General	Other Comments (<i>including specific reasons should the Proposal fail the minimum thresholds / Technical Evaluation</i>)
Consultant (Lead) / Country	Criteria	Comments (Strengths & Weaknesses)
5	Criterion 1	
	Criterion 2	

¹⁶ Boxes may be expanded as necessary

	Criterion 3	
	Criterion 4	
	General	Other Comments (<i>including specific reasons should the Proposal fail the minimum thresholds / Technical Evaluation</i>)
Consultant (Lead) / Country	Criteria	Comments (Strengths & Weaknesses)
6	Criterion 1	
	Criterion 2	
	Criterion 3	
	Criterion 4	
	General	Other Comments (<i>including specific reasons should the Proposal fail the minimum thresholds / Technical Evaluation</i>)

Attachment 5 to Technical Evaluation Form: Draft Letters to Unsuccessful Consultants

[Insert respective Final Draft Letters to the consultants whose technical proposals were considered non-responsive to the RFP or did not meet the minimum qualifying technical score. Use the following sample as a drafting aid]

[Sample letter to an unsuccessful consultant]

Name of Project: _____

Name of Consultancy Assignment: _____

[Insert respective consultant's name]

Dear _____

I refer to the technical proposal that you have submitted for the above referenced project.

We regret to inform you that, as a result of the technical proposals evaluation process, you have not been selected for further participation in this consultant selection process.

The reason why your technical proposal was unsuccessful in this consultant selection process is the following:

[Select one of the following reasons]

- Not eligible
- Non-responsive to the requirements of the RFP
- Did not meet the minimum qualifying technical score

Your overall technical score as well as the scores obtained for the sub-criteria are as follows:

Lead firm / country	Overall technical score	Technical scores*			
		Specific project experience	Approach & methodology	Expert's Qualifications	Other (if applicable)

* If other evaluation criteria were used in Section 1.3 of the RFP, please modify accordingly.

[Provide more detailed explanations why this consultant's Technical Proposal was rejected, on the basis of the Strengths and Weaknesses as per Attachment 4.]

Please also note that you may request a debriefing by ourselves to ascertain the grounds on which you have not been selected for further participation in this consultant selection process.

Yours Sincerely,
Client

Annex 4.5. Template for Invitation to Public Opening of Financial Proposals

Invitation to Attend Public Opening of Financial Proposals

[Can be sent on headed paper of Client or by e-mail]

Name and ID of Assignment

[NOTE – not to be sent if there is no cost element in the evaluation]

I am pleased to invite you to the public opening of financial proposals for the above captioned assignment which is to take place on *[insert date, time and place (which must be at least 7 working days from the date the notification is sent)]*.

Following the technical evaluation by *[insert Client name]*, the average scores awarded by the evaluation committee for each of the technical proposals received are summarised as follows:

Lead firm / country	Overall technical score	Criteria of Technical scores as per RFP			
		Specific project experience	Approach & methodology	Qualifications of Experts	Other (if applicable)

Please note that any overall score or criteria score marked with an asterisk (*) *[ensure that all overall and criteria scores are marked accordingly]* denotes that this score has fallen below the minimum acceptable threshold as set out in the evaluation criteria and methodology of the RFP. **Any consultants with one or more asterisks against its scores will not have its financial proposal opened and will not be considered further for the award of this contract.** One of the purposes of disclosing the scoring in advance of the public opening of financial proposals is to allow consultants to assess whether or not they have a realistic chance of success before incurring the time and expense of attendance.

At the public opening

- 1) the overall average technical scores; and
 - 2) the average scores for each of the (3 or 4) main criteria
- of each of the consultants that submitted proposals will be read out or otherwise publically circulated. The financial proposals of each consultant meeting all minimum technical thresholds will subsequently be opened and the total proposal price will be read out.

No discussion whatsoever will be entered into at the meeting concerning the technical scores. The financial proposals shall not be reviewed for accuracy or completeness at this point. No requests for feedback from consultants on their proposals will be entertained until the procurement process is complete and the contract is awarded.

Consultants which score below the minimum acceptable threshold for the overall score or any of the main criteria carrying a minimum acceptable threshold (as set out in the evaluation criteria and methodology of the RFP) shall have their financial proposals returned to them unopened by the Client in due course.

Consultants are not obliged to attend the public opening of financial proposals and consultants shall not be prejudiced should they elect not to attend. All consultants that submitted proposals will receive the minutes of the meeting regardless of whether or not they attended the meeting.

Please note that travel expenses for attendance of the public opening will not be reimbursed by the Client. The opening will commence punctually and shall not normally be delayed for latecomers.

Kindly acknowledge receipt of this letter and advise me at your earliest convenience of the name and position of any representative who you intend to send to the public opening.

Yours sincerely

[Name

Position

Contact Details]

Annex 4.6. Minutes of Public Opening of Financial Proposals

Country of Operation / Client name	
Name of Project:	
Name of the assignment:	
Assignment Reference:	<i>[Insert EBRD reference, usually DTM number or TCS ID]</i>
Time and place of opening of financial proposals:	<i>[Insert date, time, and place of the public opening.]</i>

Date/time/place/attendees:

The opening of financial proposals took place on *[date/time]* at *[place]* in the presence of the following Client representative(s) and/or observers:

Name	Title/function/position

The following representatives from consultants or other organisations attended the opening:

Name	Job title/name of firm or organisation

Financial proposals not considered for public opening

Technical proposals prepared by the following Consultants did not score above the required minimum threshold(s) as defined in the RFP, and their financial proposals are to remain sealed and are to be returned unopened after the contract award:

Lead firm / country	Overall technical score	Technical scores*			
		Specific project experience	Approach & methodology	Expert's Qualifications	Other (if applicable)

* If other evaluation criteria were used in the RFP, please modify accordingly.

Financial Proposals considered for public opening

Technical proposals received from the following consultants scored above the required minimum acceptable threshold(s) as defined in the RFP, and their financial proposals were opened at the public opening:

Lead firm / country	Overall technical score	Technical scores*			
		Specific project experience	Approach & methodology	Expert's Qualifications	Other (if applicable)

* If other evaluation criteria were used in the RFP, please modify accordingly.

List of Sealed Financial Proposals

Of the firms scoring above all minimum acceptable thresholds, sealed proposals were opened?

Lead firm / country	Financial Proposal sealed at time of public opening Yes/No/Discretion Applied ¹⁷
	Yes/No
	Yes/No
	Yes/No
	Yes/No
	Yes/No
	Yes/No

Proposed Overall Price

Of the firms whose sealed financial proposals were opened, the proposed overall prices, as indicated on form FIN-1 of the RFP, were as follows:

Lead firm / country	Proposed Overall Price ¹⁸

¹⁷ Evaluation Committee to comment on any discretion applied e.g. opening a damaged envelope containing a financial proposal

¹⁸ The price indicated on the financial proposal form FIN-1 of the RFP.

At the time of public opening of financial proposals no checks were made to verify arithmetical correctness, compliance with eligibility criteria, if any, or any other requirements specified in the RFP. Consultants should note that the proposed overall price indicated above is subject to review by the Client and should not be considered as final.

6. **Observations¹⁹:**

*[Any other relevant **observations** of the proposals received and opened, including matters relating to currency and to VAT or other tax].*

Client's Representative:

Name	Signature	Date

cc:

- Copy for Client's records
- Members of the evaluation committee
- The Bank
- Consultants whose financial proposals were opened

¹⁹ Please state facts only; no judgment should be made at this stage.

Annex 4.6. Combined Evaluation Report

Final (Technical and Financial) Evaluation Report

TO: [EBRD Operation Leader]

DATE:

VIA: [Chairperson]

FROM: Evaluation Committee

CC: EBRD Project
Implementation
Adviser

Country of Operation / Client name	
Name of Project:	
Name of the assignment:	
Assignment Reference:	<i>[Insert EBRD reference, usually DTM number or TCS ID]</i>

Background:

EBRD no-objected the Technical Evaluation Report on _____ -

The opening of financial proposals took place on _____

Evaluation Committee

An evaluation committee was established comprising:

Name	Title/function/position

The above members have all signed declarations of impartiality (Attachment 1)

Examination of Financial Proposals

The following financial proposals were opened and examined in detail by the Evaluation Committee (as per Minutes of Opening of Financial Proposals):

Lead firm / country	Proposed Overall Price

After examination of the Financial Proposals, the Evaluation Committee rejected the following proposals as substantially non-responsive:

Lead Firm / Country	Grounds for rejection

Based on the review of the proposals, the following financial corrections were made:

Name of Consultant (Lead Firm)	Arithmetical revisions (see Attachment 2)	Total Evaluated Financial Proposal

Combined technical and financial proposal:

The technical and financial proposals scores were combined in accordance with the methodology specified in the Evaluation Criteria and Methodology of the (RFP.

The combined scores ranked as follows:

Ranking	Name of Consultant (Lead Firm)	Combined Score
1.		
2.		
3.		
3.		
5.		

6.		
----	--	--

Letters to Unsuccessful Consultants

The draft letters that will be sent to the unsuccessful consultants are attached as Attachment 3.

6. Recommendation

The proposal submitted by the Consultant ***[enter name and address of recommended firm]*** has been ranked first in accordance with the evaluation criteria specified in the RFP. The proposal was judged to be fully responsive to the requirements of the RFP.

Evaluation Committee:

Name	Signature	Date

[Each member to sign]

Attachments

- Attachment 1: Declarations of Impartiality and Confidentiality (one scanned signed sheet for each member of the Evaluation Committee) ²⁰
- Attachment 2: Summary of Arithmetical Corrections (free form)
- Attachment 3: Draft Letters to Unsuccessful Consultants

²⁰ Annex 4.1 to the Guidelines.

Attachment 3 to Final Evaluation Form – Final Draft Letters to the Unsuccessful Consultants

[Insert respective Final Draft Letters to the Unsuccessful Consultants. Use the following sample as a drafting aid]

[Sample letter to an unsuccessful consultant]

Name of Project: _____

Name of Consultancy Assignment: _____

[Insert respective tenderer's name]

Dear _____

I refer to the technical and financial proposal that you have submitted for the above referenced project.

We regret to inform you that, as a result of the combined technical and financial evaluation process, your firm's proposal has not been selected for award of this contract.

The above contract has been awarded to *[insert name of winning consultant]* as determined by the Evaluation Committee and in accordance with the provisions of RFP the RFP.

The financial proposals of the following consultants were opened and evaluated:

No	Name of Consultant (lead firm)	Technical Scores	Prices at opening of financial proposals	Evaluated Prices of Financial Proposals	Combined Technical and Financial Scores
1.					
2.					
...					
...					

Names of consultants whose proposals were rejected and reasons for rejection

No	Name of Consultant	Reasons for Rejection
1.		

2.		
...		
...		

[Explain particularities of the calculation of the evaluated proposal price (e.g. difference between read out and evaluated proposal price):]

.....

Please also note that you may request in writing a debriefing by ourselves to further ascertain the grounds on which your proposal was not selected.

Yours Sincerely,

[Client]

Annex 5 – Checklist for Invoice Review and Disbursement Request Preparation

1. Verification of Invoices

This checklist serves to assist EBRD loan and/or grant recipients in the preparation of payment requests in relation to consultancy contracts.

Invoice verification - Time-Based

Has the consultant provided the Services in respect of the invoice in accordance with the requirements of the Contract, including the Terms of Reference?	Y / N
Has the Consultant provided a breakdown of time spent in respect of the period covered by the invoice?	Y / N
Has the Consultant correctly calculated the fees and per diems?	Y / N
Has the Consultant provided a numbered list with each reimbursable item for which payment is claimed?	Y / N
Has the Consultant provided correspondingly numbered receipts, as follows: i. Travel costs: either (a) original ticket stubs must be submitted, together with boarding cards and travel agency receipts; or (b) copies of electronic boarding passes / tickets must be submitted, along with proof of payment of the tickets; ii. Other reimbursable expenses: original receipts (unless the breakdown of costs of the contract states that the reimbursable expense is a lump sum).	Y / N
Has the Consultant stated the correct currency exchange rates in the invoice?	Y / N
Has the Consultant correctly itemised and deducted the amount of the advance to be offset against the invoice (if there is no Advance offset against the invoice, consider this to be “Y”)?	Y / N
Has the consultant itemised any applicable indirect tax, including VAT chargeable by the Consultant?	Y / N

If the reply to any of the above questions is “N”, then the Client must revert to the Consultant and request additional information.

Invoice Verification - Lump-sum-Based Contracts

Has the Consultant provided the milestone deliverable for the payment of the lump sum fees?	Y / N
Has the Client verified the deliverable and does it meet the requirements of the Contract, including the Terms of Reference?	Y / N

If the reply to any of the above questions is “N”, then you must revert to the Consultant and request additional information.

2. Preparing the Payment Request – Amount of the Payment

Has an advance been paid in accordance with the Contract?	Y / N
If “yes” has the advance been fully offset in accordance with the provisions of the Contract?	Y / N
If “no”, does (part or all of) the advance have to be offset against any invoices that will form part of the disbursement request?	Y / N
If “yes”, has the Client deducted the part of the advance that will be set off against the invoices under the disbursement request from the total amount of the invoices subject to the disbursement request?	Y / N
Are any parts of the invoices disputed?	Y / N
If “Yes”, has the amount of the Payment Request been reduced to the undisputed part of the invoices?	Y / N

Annex 6 – Template for Contract Amendment

This template for contract amendment is specifically designed for use with the Contract Form - Simplified assignments (both lump sum and time-based). Clients will need to tailor the template for specific amendment.

Subject: Amendment No: CXXXXXXXXXXXXXXXXXX/aY to Consultancy Contract No: CXXXXXXXXXXXXXXXXXX for “Country: Project – Assignment Title”

The above-mentioned Consultancy Contract is hereby amended as follows:

Appendix I is amended as follows:

Clause X.YY of the Contract has been amended, and shall read as follows:

[Repeat for each modified clause; some examples below, delete these if not relevant]

Schedule A: Terms of Reference has been amended. The revised Schedule A is Attached.

Schedule B: Staffing Schedule and Breakdown of Costs has been amended. The revised Schedule B is attached

All other terms and conditions of the original Consultancy Contract shall remain unchanged.

For and on behalf of the parties herein I accept the amendments as set out in this document.

Client *(insert full legal name, as per Contract)*

.....
Client’s Representative *(insert full name, as per clause 7.02 of Appendix I)*

Date:

Consultant *(insert full legal name, as per Contract)*

.....
Consultant’s Representative *(insert full name, as per clause 7.02 of Appendix I)*

Date:

SCHEDULE B (Time-based)**Staffing Schedule and Breakdown of Costs**

(All amounts to be exclusive of indirect taxes, including VAT, which may be chargeable by the Consultant)

Country: Project – Assignment Title**[Contract Currency]****1. Fees :**

Name of Expert	Job Title	Working Period	In the Field	In Home Office	Total Period	Expert Rate	Total
[Expert1 Name, additional line for every key expert, expert, or group of fee earners]	[Expert1 Title]	[Days / Months / Hours]	[Number]	[Number]	[Sum of Field and Home]	[Daily / Monthly / Hourly Rate]	[Period x Expert Rate]
[Expert2, Expert 3, etc...]							
Total Fees							[Sum of Fee Totals]

2. Per Diem Allowance:

Place	Number	Rate Period	Per Diem	Total
[Location – Country; city, if separate rates; additional lines for every location that has a separate per diem rate]	[# of Days]	Days	[Agreed Per Diem Rate, not exceeding UN Per Diem]	[Number x Per Diem Rate]
Total Per Diem				[Sum of Per Diem Totals]

3. Reimbursable Expenses*

All Reimbursable expenses require receipts, UNLESS, for a particular item, it is agreed and specified in this table that they will be reimbursed on a lump sum basis.

Air Travel: (Full Economy Class or Equivalent)

Routing	Air Fare	No. of Flights	Total
[Flight route, e.g., Mereen – King's Landing; additional lines for every route]	[Cost estimate per flight]	[Number]	[Number x Air Fare]
Total Air Travel			air travel_total

Local Travel: (Travel from home to departure airport and return, and reasonable local travel when abroad.)

Journey	Cost	No. of Journeys	Total
[Route or location, additional lines for every route or location]	[Cost estimate per journey]	[Number]	[Cost x Number]
Total Local Travel			[Sum of Local travel]

Miscellaneous:

Visas	[Description, including unit amount, if multiple units]	[amount]
Interpretation	[Description, including unit amount, if multiple units]	[amount]
Reports	[Description, including unit amount, if multiple units]	[amount]

OFFICIAL USE

OFFICIAL USE

Communications	[Description, including unit amount, if multiple units]	[amount]
Equipment Purchase	[Description, including unit amount, if multiple units]	[amount]
Accommodation (not listed in Per Diem)	[Description, including unit amount, if multiple units]	[amount]
[Other Miscellaneous Expenses , additional line for every separate item]	[Description, including unit amount, if multiple units]	
Miscellaneous Total		[Sum of Amounts]

*May include indirect taxes on amounts paid to service providers (e.g., airlines), such as VAT, which are not otherwise recoverable by the Consultant.

4. Contingencies: (utilisation only after prior approval in writing by the Client)	[contingency amount]
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TOTAL MAXIMUM CONTRACT AMOUNT (Contract Ceiling Amount)	[Total Contract Value]
--	------------------------

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.

SCHEDULE B (Lump Sum-based)

Staffing Schedule and Breakdown of Costs

(All amounts to be exclusive of indirect taxes, including VAT, which may be chargeable by the Consultant)

Country: Project – Assignment Title

[Contract Currency]

1. Fees :

Name of Expert	Job Title	Total
[Expert1 Name, additional line for every key expert, expert, or group of fee earners]	[Expert1 Title]	Lump Sum, Inclusive of All Expenses
[Expert2, Expert 3, etc...]	[Expert2, Expert 3, etc. Title]	
Total Fees		[Total Fee]

TOTAL MAXIMUM CONTRACT AMOUNT (Contract Ceiling Amount)	[Total Contract Value]
--	-------------------------------

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.