**Request for** **Proposal**

Procurement of services related to:

Supervision on adaptation works of nine Vocational Education and Training (VET) schools in Montenegro

Invitation to Tender No.09/1-03-426/24-1840

Issued on: 3rdApril 2024

**Project: Montenegro Education Project**

**Contract Title: Supervision on adaptation works of nine Vocational Education and Training (VET) schools in Montenegro**

**Client: Ministry of Education**

**Country: Montenegro**

**Issued on:** 3rdApril 2024

Standard Procurement Document

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PART 1

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| Section I - Instructions to Consultants |

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| **Section I - Instructions to Consultants** |

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| --- | --- | --- | --- | --- | --- | --- | --- |
| 1. General | | | | | | | |
| Scope of ProposalSource of Funds | | | * 1. In connection with the Request for Proposals (RFP), specified **in the Data Sheet (DS),** the Client, as defined **in the DS,** issues this Proposal document to Consultants interested to bid for the Services described in Section VII, Terms of Reference. The name, identification and number of lots of this RFP are **specified in the DS.**   2. Throughout this Proposal document:      1. **“Consultant”** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.      2. **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal; and      3. **“Terms of Reference (ToRs)”** (Section VII of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.   3. The Promoter or Recipient (hereinafter called “Promoter”) **specified in the DS** has applied for or received financing (hereinafter called “funds”) from the **European Investment Bank** (hereinafter called “the Bank”), **Western Balkans Investment Framework (WBIF)** in an amount **specified in the DS,** toward the project named **in the DS.** The national contribution is also an additional source of funding. The Promoter intends to apply a portion of the funds to eligible payments under the contract for which this Proposal document is issued.   4. Payment by the Bank will be made only at the request of the Promoter and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by the EU[[1]](#footnote-1), either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter.   In addition, individuals or firms may not be eligible to bid in application of section 1.4 on Ethical Conduct of the Guide to Procurement for projects financed by the EIB. | | | | |
| Fraud and Corruption | | | The Bank requires compliance with the EIB’s Anti- Fraud Policy, EIB Exclusion Policy[[2]](#footnote-2) and its prevailing sanctions policies and procedures as set forth in the policy on preventing and deterring prohibited conduct in European Investment Bank activities.In further pursuance of this policy, Consultants shall grant the Client, the European Investment Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy their books and records and those of all their sub-contractors under the Contract. Consultants shall accept to preserve these books and records generally in accordance with applicable law but in any case, for at least six years from the date of proposal submission and in the event they are awarded the Contract, at least six years from the date of substantial performance of the Contract.The Bank requires that Consultants and (sub-) contractors participating in a RFP procedure or a contract under a Bank-financed project shall not violate or have violated any intellectual property rights.It should be noted that, in the Covenant of Integrity, the Consultant is requested to self-declare all sanctions and/or exclusions (including any similar decisions having the effect of imposing conditions on the Consultant or its subsidiaries or to exclude the said Consultant or its subsidiaries, such as temporary suspension, conditional non-exclusion, etc.) imposed by the European institutions or any multilateral development banks (including the World Bank Group, the African Development Bank, the Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank), regardless of the date of issue and the expiration or not of such decisions and of the current status of any sanction and/or exclusion. In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB’s Anti-Fraud Policy. Therefore, the Client reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity and may cause the rejection of the offer for prohibited conduct. | | | | |
| Eligible Consultants  1. **Conflict of Interest** 2. **Prohibitions** | | | A Consultant may be a firm that is a private entity, a state-owned enterprise or institution subject to ITC 4.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tender process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the DS**, there is no limit on the number of members in a JV.Firms originating from all countries of the world are eligible to tender for works, goods and services contracts. A Consultant may have the nationality of any country, subject to the restrictions pursuant to ITC 5.1. A Consultant shall be deemed to have the nationality of a country if the Consultant is a citizen, or is constituted, incorporated or registered and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.A Consultant shall not have a conflict of interest. Conflict of interest occurs when the impartial and objective exercise of the functions of the promoter, or the respect of the principles of competition, non-discrimination or equality of treatment with regard to the procurement procedure or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest. The concept of conflict of interest covers any situation where staff members (or consultants acting on behalf) of the promoter who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure or contract execution.  Promoters must take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures or contracts so as to avoid any distortion of competition and to ensure the impartial and objective exercise of the functions of the promoter and equal treatment of all Consultants or contractors.  The assessment of whether or not there is a conflict of interest has to be carried out on a case by case basis, considering the actual risk of conflict based on the specific circumstances of the case at stake. The individual or entity in question should declare whether they have any conflict of interest and, if so, present supporting evidence which might remove or remedy a conflict of interest.  In cases where a conflict of interest cannot be effectively remedied by other less intrusive measures, the Bank requires promoters to exclude from participation in an EIB-financed procurement procedure or contract any Consultant or contractor affected by such a conflict of interest.  A Consultant may be considered to have a conflict of interest for the purpose of this tender process, if the Consultant: directly or indirectly controls, is controlled by or is under common control with another Consultant; orreceives or has received any direct or indirect subsidy from another Consultant; orhas the same legal representative as another Consultant; orhas a relationship with another Consultant, directly or through common third parties, that puts it in a position to influence the Proposal of another Consultant, or influence the decisions of the Client regarding this tender process; orparticipation by a Consultant in more than one Proposal will result in the disqualification of all Proposals in which such Consultant is involved. However, this does not limit the inclusion of the same subcontractor in more than one Proposal; orany of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Proposal; orany of its affiliates has been hired (or is proposed to be hired) by the Client for the Contract implementation; orwould be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified **in the Data Sheet** (ITC 2.1) that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; orhas a close business or family relationship with a professional staff of the Client (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Proposal document or specifications of the Contract, and/or the Proposal evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the tender process and execution of the Contract.It is the Bank’s policy to require that promoters, as well as Consultants, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy. Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from Prohibited Conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing). In pursuance of this policy as set out in EIB’s Anti-Fraud Policy, if it is established to the required standards that a project-related party has engaged in Prohibited Conduct in the course of a tender process or implementation of a contract (to be) financed, the Bank: a) May seek appropriate remediation of the Prohibited Conduct to its satisfaction;  b) May declare ineligible such project-related party to be awarded the contract; and/or  c) May withhold the Bank’s no objection to contract award and may apply appropriate contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.  Furthermore, within the framework of its Exclusion Policy, the Bank may declare such project related party ineligible to be awarded a contract under any EIB project or to enter into any relationship with the Bank. A Consultant shall not be under suspension from tendering by the Client as the result of the execution of a Proposal Securing DeclarationFirms and individuals may be ineligible if so indicated in Section V and pursuant to its Sanction Policy, the Bank shall not provide or otherwise make funds available, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU[[3]](#footnote-3), either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter.A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one Proposal, except, for permitted alternative Proposals unless otherwise specified in the **Data Sheet**. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Proposals in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Proposal.Proposals submitted in violation of this procedure will be rejected. | | | | |
| 1. **Restrictions for State-Owned Enterprises** 2. **Restrictions for Public Employees** | | | Consultants that are state-owned enterprises or institutions in the Client’s Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Client.Government officials and civil servants of the Promoter’s country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant’s Proposal unless:the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; andtheir hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Promoter. | | | | |
| Eligible Goods and Related Services | | | All goods and related services to be supplied under the Contract to be financed by the Bank shall have as their origin in any country in accordance with Section V, Eligible Countries.The Consultant shall take the necessary measures to ensure the visibility of the European Union financing or co financing. These activities must comply with the rules lay down in the WBIF Communication and Visibility Plan and Guidelines 2022 published on the WBIF web site: <https://wbif.eu/storage/app/media/Library/11.Funding/cv-plan-guidelines-2022.pdf> | | | | |
| 1. Contents of the Proposal Documents | | | | | | | |
| Sections of Proposal Document | | | | The Proposal document consists of Parts 1, 2 and 3 which comprise all the sections indicated below, and should be **PART 1 – Tender Procedures**   * Section I - Instructions to Consultants (ITC) * Section II - Data Sheet (DS) * Section III - Evaluation Criteria * Section IV - Proposal Forms * Section V - Eligible Countries * Section VI - Fraud and Corruption * Section VII - ToR   **PART 2 - Conditions of Contract**   * Section VIII – Conditions of Contract and Contract Forms   **PART 3 – Notification of Award**   * Section IX –Notification of Intention to Award and Beneficial Ownership Forms | | | |
|  | | The Invitation for Proposals, issued by the Client is not part of this Proposal document.Unless obtained directly from the Client, the Client accepts no responsibility for the completeness of the document, responses to requests for clarification, the minutes of the pre-Proposal meeting (if any), or Addenda to the Proposal Document in accordance with ITC 14. In case of any discrepancies, documents issued directly by the Client shall prevail. | | | | |
|  | | | | The Consultant is expected to examine all instructions, forms, and terms in the Proposal Document and to furnish all information or documentation required by the Proposal Document. | |
| 1. Preparation of Proposals | | | | | | | |
| Cost of Preparation of Proposal | | | The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data and reports required for the preparation of the Consultant’s Proposal as specified **in the Data Sheet**. | | | | |
| Language of Proposal | | | The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Consultant and the Client, shall be written in the language specified in the **DS.** Supporting documents and printed literature that are part of the Proposal may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the DS**, in which case, for purposes of interpretation of the Proposal, the translation shall govern. | | | | |
| Documents Comprising the Proposal | | | The Proposal shall comprise the following:**Proposal Submission Letter,** in accordance with ITC 10;**Authorization**: written confirmation authorizing the signatory of the Proposal to commit the Consultant, in accordance with ITC 18.2;**Qualifications**: documentary evidence in accordance with ITC 12.2 establishing the Consultant’s qualifications to perform the Contract if its Proposal is accepted.**Consultant’s Eligibility**: documentary evidence in accordance with ITC12.1 establishing the Consultant’s eligibility to tender;**Technical Proposal**, in accordance with ITC 16;**Financial Proposal**, in accordance with ITC 17;any other document required as specified **in the DS.** | | | | |
|  | | | If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country’s laws against fraud and corruption (including bribery).The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section IV). | | | | |
| Proposal Submission Letter | | | The Consultant shall prepare a Proposal Submission Letter as provided in Section IV, Proposal Forms. This Letter must be completed without any alteration to its form. | | | | |
| Only One Proposal | | | The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**. | | | | |
| Documents Establishing the Eligibility and Qualifications of the Consultant | | | To establish its eligibility in accordance with ITC 4, the Consultant shall complete the eligibility declarations in the Proposal Submission Letter, Consultant Information Form (ELI 1.1) and Consultant’s JV Information Form (ELI 1.2), included in Section IV, Proposal Forms.To establish its qualifications to perform the contract(s) in accordance with Section III Evaluation Criteria/ Eligibility and Qualification, the Consultant shall complete the Forms included in Section IV, Proposal Forms. | | | | |
| Proposal Validity  1. **Extension of Proposal Validity** | | | Proposal shall remain valid until the date specified **in the Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.4. extension.During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 3.The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity. 13.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 13.7.  13.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated. | | | | |
| 1. **Substitution of Key Experts at Validity Extension** 2. **Subcontracting** | | | 13.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.  13.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank’s no objection. Unless otherwise stated **in the Data Sheet,** the Client does not intend to execute any specific elements of the Services by subcontractors selected in advance by the Client (so-called “Nominated Subcontractors”)**.**The Consultant shall not propose to subcontract the whole of the Management Services. The Client, in ITC 13.11 may permit the Consultant to propose subcontractors for certain specialized parts of the services as indicated therein as (“Specialized Subcontractors”). The Consultants planning to subcontract any of the Key Activities indicated in Section III, Evaluation criteria, shall specify the activity(ies) or parts of the Services to be subcontracted in the Proposal Submission Form. Consultants shall clearly identify the proposed Specialized Subcontractors in Forms ELI-1.2 and EXP (experience) 4.2(b) in Section IV. Such proposed Specialized Subcontractor(s) shall meet the corresponding qualification requirements specified in Section III, Evaluation criteria. | | | | |
|  | | Specialized Subcontractors may, if specified **in the Data Sheet**, be used to meet requirements under 4.2(b) in Section III, Evaluation criteria.Qualifications of Specialist Personnel, defined as personnel of the lead firm or Joint Venture (hereinafter referred to as Specialist Personnel), may, if specified **in the Data Sheet**, be used to meet requirements under 4.2(b) in Section III, Evaluation criteria. | |
| 14. Clarification and Amendment of RFP | | 14.1 The Consultant may request a clarification of any part of the RFP during the period indicated **in the Data Sheet** before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s address indicated **in the Data Sheet.** The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:14.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.14.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals. | |
| Preparation of Proposal Specific ConsiderationTechnical Proposal Format and ContentFinancial Proposal  1. **Price Adjustment** 2. **Taxes** 3. **Currency of Proposal** 4. **Currency of Payment** | | | 14.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.15.1 While preparing the Proposal, the Consultant must give particular attention to the following: 15.1.1 The Client may indicate in the **Data Sheet** the estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.  15.1.2 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts.  15.1.3 For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes,is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget. 16.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section IV – Proposal Forms, of the RFP and shall comprise the documents listed in the **Data Sheet.** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. 16.1.1 The Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.  16.2. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section IV of the RFP.  17.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section IV – Proposal Forms, of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.  17.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.  17.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client’s country is provided in the **Data Sheet**.  17.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.  17.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. | | | | |
| 1. Submission, Opening and Evaluation | | | | | | | |
|  | | | | | | | |
| Submission, Sealing and Marking of Proposal | | | The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 9 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.18.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated **in the Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “**Technical Proposal**”, “[Name of the Assignment]“, [reference number], [name and address of the Consultant], and with a warning “**Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]**.”Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked “FINANCIAL PROPOSAL” “[Name of the Assignment], [reference number], [name and address of the Consultant]”, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL. (NE OTVARATI SA TEHNICKOM PONUDOM).” | | | | |
|  | | | The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**”.If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened. | | | | |
| Confidentiality | | | 19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.19.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures. 19.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing. | | | | |
| Proposal Opening **a Opening of Technical Proposals** | | | The Client shall open all Proposals at the date, time and place specified **in the** **Data Sheet.**The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.The Client shall prepare a record of the opening of proposals that shall include, as a minimum, the name of the Consultant. A copy of the record shall be distributed to all Consultants. | | | | |
| Proposals Evaluation | | | Subject to provision of ITC 16.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 13.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals. | | | | |
| Clarification of Proposals | | | 22.1 To assist in the evaluation of Proposals, the Client may, at its discretion, ask any Consultant for a clarification (excluding missing documents) of its proposal which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.22.2 If a Consultant does not provide clarifications and/or documents requested by the date and time set in the Client’s request for clarification, its Proposal shall be evaluated based on the information and documents available at the time of evaluation of the Proposal. | | | | |
| Client’s Right to Accept or Reject Proposals | | | 23.1 The Client reserves right to accept or reject any proposal, and to annul the tender process and reject all proposals at any time, without thereby incurring any liability to Consultants.23.2 The Client may reject any application which is not responsive to the requirements of the proposal document. In case the information furnished by the Consultant is incomplete or otherwise requires clarification as per ITC 22.1, and the Consultant fails to provide satisfactory clarification and/or missing information, it may result in disqualification of the Consultant. | | | | |
| Evaluation of Technical Proposals | | | 24.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet** | | | | |
| Financial Proposals for QBS **26.** **Opening of Financial Proposals (for QCBS, FBS and LCS methods)** | | | 25.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.25.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the Consultants that were not eliminated (i.e. those that scored an average of number of points given in Data Sheet) are opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. 26.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:   1. their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; 2. provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion; 3. their Financial Proposals will be returned unopened after completing the selection process and Contract signing; 4. notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend and 5. they can express a complaint after receiving notification of the technical results and in that case the standstill period begins as described in ITC 26.3. | | | | |
|  | | | 26.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:  1. their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; 2. provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion; 3. their Financial Proposal will be opened at the public opening of Financial Proposals; and 4. notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.   26.3 The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 35.1.  26.4 The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant’s choice.  26.5 The Financial Proposals shall be opened publicly by the Client’s evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client’s website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposal. | | | | |
| Correction of ErrorsTime-Based Contractsb. Lump-Sum Contracts | | | 27.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. 27.1.1 If a Time-Based contract form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.  27.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail. | | | | |
| Taxes | | | 28.1 The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the **Data Sheet**. | | | | |
| Conversion to the Single CurrencyCombined Quality and Cost Evaluation  * 1. **Quality and Cost-Based Selection (QCBS)**   2. **Fixed-Budget Selection (FBS)**   3. **Least-Cost Selection** | | | 29.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated **in the Data Sheet**.  30.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.  30.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 15.1.3 of the **Data Sheet** shall be rejected  30.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract.  30.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score and invite such a Consultant to negotiate the Contract. | | | | |
| 1. Negotiations and Award | | | | | | | |
| Negotiations  1. **Availability of Key Experts** 2. **Technical Negotiations** 3. **Financial Negotiations** | | | The negotiations will be held at the date and address indicated **in the Data Sheet** with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 13.7. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract.If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. | | | | |
| Conclusion of Negotiations | | | The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant’s authorized representative.If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank’s no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations. | | | | |
| Standstill Period | | | The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 36. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply. | | | | |
| Notification of Intention to Award | | | 34.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:  (a) the name and address of the Consultant with whom the client successfully negotiated a contract;  (b) the contract price of the successful Proposal;  (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;  (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated; | | | | |
|  | | | (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;  (f) the final combined scores and the final ranking of the Consultants;  (g) a statement of the reason(s) why the recipient’s Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;  (h) the expiry date of the Standstill Period; and  (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period | | | | |
| Notification of Award | | | 35.1Upon expiry of the Standstill Period, specified in ITC 33.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, and upon verifying that the Consultant (including each member of a JV) is not disqualified by the Bank due to noncompliance, the Client shall, send a notification of award to the successful Consultant, confirming the Client’s intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. The Client will require the Consultant to replace any sub-consultant that is disqualified by the Bank due to noncompliance. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.  Contract Award Notice  Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:   1. name and address of the Client; 2. name and reference number of the contract being awarded, and the selection method used; 3. names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated; 4. names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; | | | | |
|  | | | e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.  f) successful Consultant’s Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 35.1. 35.2 The Contract Award Notice shall be published on the Client’s website with free access if available, or in at least one newspaper of national circulation in the Client’s Country, or in the official gazette. In case of an open or restricted procedure, immediately after the contract is signed, the Client must send to the EIB the Award Notice to be published in the OJEU by the Bank on behalf of the promoter as necessary. | | | | |
| **36.** **Debriefing by the Client** | | | 36.1If specified in the **Data Sheet**, on receipt of the Client’s Notification of Intention to Award referred to in ITC 34.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.36.2Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period.36.3Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period. 36.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting. | | | | |
| Signing of ContractProcurement Related Complaint | | | 37.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 33.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period. 37.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**  38.1 The procedures for making a Procurement related Complaint are as specified in the **Data Sheet** | | | | |

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| Section II - Data Sheet | |
| **ITC**  **Reference** | **A. General** |
| **ITC 1.1** | The reference number of the Request for Proposals is:**09/1-03-426/24-1840**  The Client is: **Ministry of Education science and innovation***,* Montenegro.  The title of the RFP is **Supervision on adaptation works of nine Vocational Education and Training (VET) schools in Montenegro.**  Main purpose of this tender process is procurement of Supervision and contract management services (as the Supervisor) for the Works Contract under the project "Adaptation of nine Vocational Education and Training (VET) Schools in Montenegro" to be executed under General Conditions for Works in particular regarding quality, time and cost, on behalf of the Contracting Authority.  This contract is not divided into lots.  RFP procedure will be carried out in line with EIB Guide to Procurement for projects financed by the EIB (GtP) Accessible at: <https://www.eib.org/en/publications/guide-to-procurement.htm> |
| **ITC 2.1** | The Promoter is: **Ministry of Education, Science and Innovation, Montenegro**  The name of the Project is: **Montenegro education project.**  The project is financed by EIB Loan equal to 18.000.000 Euros in accordance with the terms and conditions of the Finance Contract (FINº 89406). Additional funds are provided by National contribution, Western Balkans Investment Framework and Bilateral Donors.  The technical assistance costs related to the Supervision on adaptation works of nine Vocational Education and Training (VET) schools in Montenegro are financed by EIB Loan, National contribution and Western Balkans Investment Framework. |
| **ITC 4.2** | (i) The parties in a JV shallbe jointly and severally liable.  (ii) Maximum number of partners in the JV shall be: Four (4) |
| **ITC 4.7** | Alternative proposals shall not be considered. |
| **C. Preparation of Proposals** | |
| **ITC 7.2** | All interested Consultants that obtained RFP document are in title to examine the main design which is part of the Bid document launched for the "Adaptation of nine Vocational Education and Training (VET) Schools in Montenegro". Time and place will be agreed upon submission of written request to the Client. |
| **ITC 8.1** | This Proposal document has been issued in the English language.  All correspondence exchange shall be in English language.  Language for translation of supporting documents and printed literature is English***.*** |
| **ITC 9.1** | The Consultant shall submit the following additional documents in its Proposal:   * Documents proving fulfilment of criteria established in “Section III. Evaluation Criteria”(please refer to Proposal forms provided under section IV) * Covenant of Integrity and Environmental and Social Covenant will be included in the Proposal. In case of a JV, both covenants need to be signed by all members of a JV.   The Proposal shall comprise the following:  -For FULL TECHNICAL PROPOSAL (FTP):  1st Inner Envelope with the Technical Proposal:   1. (1) Power of Attorney to sign the Proposal 2. (2) TECH-1 3. (3) TECH-2 4. (4) TECH-3 5. (5) TECH-4 6. (6) TECH-5 7. (7) TECH-6 8. (8) TECH-7 Covenant of Integrity 9. (9) TECH-8 Environmental and social Covenant   AND  **2nd Inner Envelope with the Financial Proposal:**  (1) FIN-1  (2) FIN-2 |
| **ITC 9.2** | The Consultants are required to attach to its tender a Covenant of Integrity and Environmental and social Covenant in the form indicated in Section 3. as a condition of admission to eligibility. The Bank reserves the right not to finance any contract in which Consultants have not issued to the Promoter the Covenant of Integrity as well as the Environmental and Social Covenant signed by a duly authorised person. |
| **ITC 11.1** | Participation of Key Experts in more than one Proposal is ***not*** permissible.  Participation of Sub-consultants, and Non-Key Experts in more than one Proposal **is** permissible. |
| **ITC 13.1** | The Proposal validity period shall be 90 days from the Proposal submission deadline date. |
| **ITC 13.9** | At this time the Client ***does not intend*** *to* execute certain specific parts of the services by subcontractors selected in advance. |
| **ITC 13.11** | The requirements under 4.2 (b) of Section III, Evaluation criteria have not been set |
| **ITC 13.12** | The requirements under 4.2 (b) of Section III, Evaluation criteria have not been set |
| **ITC 14.1** | For **Clarification of Proposal purposes** only, the Client’s address is:  **Ministry of Education**  Attention: Mr. ***Spasoje Ostojić***  Address: ***Vaka Đurovića b.b.***  Floor/ Room number: ***First floor, Office 6.***  City: ***Podgorica***  ZIP Code: ***81000***  Country: ***Montenegro***  Electronic mail address: [***spasoje.ostojic@mpni.gov.me***](mailto:spasoje.ostojic@mpni.gov.me)  Consultants are expected to submit their Request for Clarification in writing by hand, mail or e-mail, **in English language**.  The Client will consolidate all the requests for clarification received from the Consultants and will publish them with answers **(in English**) if deemed necessary on weekly base (i.e the description of the inquiry but without identifying its source) on the following website: Ministry of Education, Science and Innovation: [https://www.gov.me/mps](%20https://www.gov.me/en/mps%20)  The Consultants shall have the obligation to regularly check the above websites for clarification of the Proposal Documents. Any request for clarification of the Proposal Document shall be clarified and answered in writing by Client within a week.  Requests for clarification should be received by the Client no later than: ***fourteen calendar days prior submission deadline (i.e. 03rd May until 10.00 local time).*** |
| **ITC 15.1.1** | The financial proposal shall not exceed the Client’s estimated total cost of the assignment published in the Contract Notice (i.e**. EUR 205,200.00**). Proposal offers received exceeding the stated contract value will be rejected. |
| **ITC 15.1.2** | The Consultant’s Proposal must include the minimum Key Experts’ time-input of 480 working days including working days allocated for the defect liability period and contract closure procedure. Allocation of minimum time input for each Key Expert is given in the Section VII, ToR. |
| **ITC 15.1.3** | N/A |
| **ITC 16.2** | The format of the Technical Proposal to be submitted is: Full Technical Proposal format (FTP).  Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| **ITC 17.1** | Financial offer will include the following:  **1.FEES** (including overheads)   * 1. Key Experts   2. Non key experts   Note that the input of experts must be given in full working days  **2/ Provision for incidental expenditure**  **3/ Provision for expenditure verification**  For more details refer to FIN 2 and ToR. |
| **ITC 17.2** | A price adjustment provision does **not** apply to remuneration rates. |
| **ITC 17.3** | Instruction related to exemption from payment of VAT for projects financed from the funds of the European Union and on the basis of an international agreement, is givenwithin the Section IV Proposal forms - Financial proposal and must be stated in the Form FIN 2 Summary of Costs. |
| **ITC 17.4** | Consultant shall express the price for its Services in Euros. |
| **D. Submission, Opening and Evaluation** | |
| **ITC 18.1** | The Consultants **shall not** have the option of submitting their Proposals electronically. |
| **ITC 18.4** | The Consultant must submit:  **(a) Technical Proposal:** one (1) original and two 2 (one printed and one electronic) copies.  **(b) Financial Proposal:** one (1) original and two 2 copies.  In addition to details given in the Instructions to Consultant the outer envelope shall bear the following:  ***“Do not open before the time and date for Proposal opening.”***  ***“Ne otvarati prije zvanicnog otvaranja ponuda.”*** |
| **ITC 18.7 and 18.9** | **The Proposals must be submitted no later than:**  **Date: 17th May 2024**  **Time:** 10:00 local time  **The Proposal submission address is:**  **Ministry of Education, Science, and Innovation**  **Attention:** Mr. Spasoje Ostojić  **Address:** Vaka Djurovića b.b., office 6, First floor  **City:** Podgorica  **Postal Code:** 81000  **Country:** Montenegro |
| **ITC 20.1** | An online option of the opening of the Technical Proposals is **not** offered.  **The opening shall take place at:**  **Ministry of Education, Science and Innovation**  **Address:** Vaka Djurovića b.b., office 26, second floor  (Grand Conference Hall/Velika konferencijska sala)  **City:** Podgorica  **Postal Code:** 81000  **Country:** Montenegro  **Date: 17th May 2024**  **Time:** 10.30h local time |
| **ITC 22.2** | N/A |
| **ITC 24.1** | Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals is described in the Evaluation Grid and given in the Section III. Evaluation Criteria/Eligibility and Qualification. The mandatory qualification criteria regarding eligibility and experience will be reviewed and evaluated at the first stage of the evaluation process on a **pass/fail** basis. Only proposals which pass on all the eligibility and qualification criteria shall be considered for the second stage of the technical evaluation which will rate the Key Personnel and the responsiveness to the ToR.  The formula for determining the weighted technical scores of all Proposals will be calculated as follows:  St = S / Sm x 100  Where:  S is the average technical score (mathematical average) and equals the sum of the technical scores given by all Evaluation Committee members divided by the number of EC members.  The Technical Proposal evaluated as having the highest average technical score (Sm) is given the maximum technical score of 100.  Thus, the weighted technical score (St) is the average technical score of the offer in question (S) divided by the average technical score of the best technical offer (Sm) multiplied by 100.  Only offers with an average technical score of at least 75 points qualify for the financial evaluation.  The best value for money is established by weighting technical quality against price on an 80/20 basis. This is done by multiplying:  - the scores awarded to the technical offers by 0.80  - the scores awarded to the financial offers by 0.20. |
| **ITC 28.1** | Tender prices for service contract to be executed in the Client’s country is requested inclusive of all duties, taxes and other levies. The evaluation and comparison of tenders will be on this basis and the selected contractor would be responsible for all duties, taxes and levies in the performance of the contract. **Instruction related to exemption from payment of VAT for projects financed from the funds of the European Union and on the basis of an international agreement are given in the Section IV Proposal forms: Financial proposal**. |
| **ITC 29.1** | The currency of the Proposal and the payment currency shall be currency of the European Economic and Monetary Union (EUR). |
| **ITC 30.1 a** | **The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.**  **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:**  Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.  **The weights given to the Technical (T) and Financial (P) Proposals are**:  **T** = 80,  and  **P** = 20  The best value for money is established by weighting technical quality against price on an 80/20 basis. This is done by multiplying:  - the scores awarded to the technical offers by 0.80  - the scores awarded to the financial offers by 0.20.  Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.  **Note:** The financial evaluation considers only the total fees and eventual lump sums, since the provision for incidental expenses and for expenditure verification are excluded from the comparison of the financial offers (amounts are specified in the ToR).  Only the total fees excluding VAT should be taken into consideration for the financial evaluation. |
| **E. Negotiations and Award** | |
| **ITC 31.1** | If required negotiation will be held only in relation to availability of Key experts.  The negotiations will be held on the following address:  **Ministry of Education, Science, and Innovation**  **Address:** Vaka Djurovića b.b., office 6, First floor  **City:** Podgorica  **Postal Code:** 81000  **Country:** Montenegro |
| **ITC 35.1** | The Beneficial Ownership Disclosure Form ***shall not be*** required. |
| **ITC 36** | Debriefing by the Client ***is not*** applicable. |
| **ITC 37.2** | The intended start date is June 2024. The Project locations are in eight municipalities in Montenegro (Podgorica, Cetinje, Budva, Bar, Berane, Bijelo Polje, Plav and Rozaje). |
| **ITC 38.1** | The procedures for making a Procurement-related Appeal are detailed in the Section VI: Annex 1 Appeal procedure.  The appeal procedure in this project is a two-step process.  The Contracting Authority is the first level of review. An appeal shall be submitted to the Contracting Authority, in writing in three copies, within the defined deadlines (Annex 1), so that the appeal may be considered.  In the event that the appeals are correct, the Contracting Authority accepts the appeal and modifies or annul the tender documents, the decision on selection or the procedure in its entirety.  In the case that the initial decision changes due to the appeal, a new standstill period begins.  The Contracting Authority notifies the Appellate Body by formal letter that the appeal has been filed, that it has been accepted and that it is necessary to reimburse the appellant.  If the Contracting Authority assesses the appeal as unfounded, it shall submit its supporting documentation to the Appellate Body, formed for this project, for review and decision. It is the responsibility of the contracting authority to initiate proceedings with the Appellate Body and, where applicable, to request refund of the fee paid in the event that the Appellate Body accepts the appeal.  An integral part of the appeal is the proof of payment of the fee for conducting the procedure, which amounts to up to 2% of the estimated value of the procurement, the percentage of which is contained in the tender documentation. The maximum fee is EUR 20,000 in case of confirmation of the appeal.  If a Consultant wishes to make a Procurement-related Appeal, the Consultant should submit its Appeal following these procedures, in writing (by the quickest means available, that is either by email or fax), to:  **Ministry of Education, Science and Innovation**  **For the attention: Mr. Spasoje Ostojić**  **Title/position: Procurement officer**  **Purchaser: Ministry of Education**  **Email address:** [spasoje.ostojic@mpni.gov.me](mailto:spasoje.ostojic@mpni.gov.me)  Consultants should alert the promoter in writing, with a copy to the European Investment Bank, in case they should consider that certain clauses or technical specifications of the TDs might limit international competition or introduce an unfair advantage to some Consultants.  The Client shall review, take the necessary actions and respond in a timely manner to Appeals addressed to them related to the procurement process and originating from any person or entity having or having had an interest in obtaining the contract.  Review procedures for remedies are available to any person or entity having or having had an interest in obtaining the contract and (at risk of) being harmed by an alleged infringement from applicable procurement rules. |

Section III – Evaluation Criteria

Contents

[1. Eligibility and Qualification Criteria](#_Toc130995058)

[2. Evaluation of the Technical Proposal](#_Toc130995059)

1. Eligibility and Qualification Criteria

The Client shall use the criteria and methodologies in accordance with ITC 24.1 and ITC 30.1 to evaluate the Proposals and to qualify the Consultants. The Consultants shall provide all the information requested in the forms included in Section IV, Proposal Forms.

To participate in this tender process, Consultant should meet the requirements listed below:

(i) **Legal and** **Professional capacity**

* + - * The Consultant must be a registered firm legally capable of carrying out the specified assignment; in case of a JVs, this requirement applies to all members of the consortium. At the moment of Proposal submission, the Consultant shall have a professional licence(s), certificate(s) (or right), in accordance with the **laws of the country in which it is established** (or equivalent) for the provision of engineering services.

For the purpose of Proposal evaluation, legal requirements must be respected by every member of a JV while for professional licence only one member is sufficient to have it. The successful Consultant prior to commencement order must be accredited (authorised) and registered in accordance with the relevant legislation of Montenegro (all related costs, both for the legal body as well as the consultant’s personnel, shall be included in the Contract Price). This includes:

* *Law on spatial development and construction of structure (Official Gazette of Montenegro, No. 064/17, 044/18, 063/18, 011/19, 082/20);*
* *Law on health and safety at work (Official Gazette of Montenegro no. 79/04 and Official Gazette of Montenegro no. 34/2014 and 44/2018), with addenda).*

More information can be found at the following link: <http://www.ingkomora.me/>.

The authorization and accreditation of the licenses will be sought only from the successful Consultant and the successful Consultant will be given a sufficient time from the day award decision becomes final to provide those licenses and will not be penalized for any delay in issuance of licenses not caused by the successful Consultant.

The procedure for licenses issuing is described on the Chamber of Engineers of Montenegro web site: <http://www.ingkomora.me/ikcg_mne/public/index.php/index/artikli?id=4087>

<https://www.gov.me/cyr/clanak/pravilnik-o-obrascima-zahtjeva-za-obavljanje-djelatnosti-u-oblasti-izgradnje-objekata-2>

Consultants are strongly advised to take all necessary steps even prior to the award decision in order to get familiar with the procedure related to issuance of licenses.

Consultants shall, in the performance of their assignment, in accordance with the type and nature of the tasks to be performed under this contract, comply with all applicable laws and by-laws of the Montenegro, as long as it is aligned with the EIB’s Guide to Procurement. In case of discrepancy between the applicable laws and by-laws of the Montenegro and the EIB GtP, the provisions of the EIB GtP shall prevail.

To prove above requirements, Consultant must provide following documentary evidence:

* Documentary evidence of registration from the competent body responsible for registration of legal entities, that Consultant is registered;
* Documentary evidence issued by the body responsible for tax administration (state and local administration) that all obligations based on taxes and contributions have been duly reported, calculated and performed up to 60 days before the day of public opening of Proposals, in accordance with country regulations in which the Consultant has been registered;
* Certificate of the competent court, not older than 60 days before the day of public opening of Proposals, that Consultant and its legal representative have not been convicted for any criminal act as members of an organized criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud.

All abovementioned evidence may be submitted as uncertified copies. Client keeps right to ask for original evidence if deemed necessary. In case that Consultant is Joint Venture, above requirements shall be fulfilled by each Joint Venture member.

**Joint Venture (JV):**

If the Consultant is a Joint Venture of two or more partners, the information listed above shall be provided for each partner. This is applicable to Joint Venture partners only, not to subcontractors. Proposals submitted by a JV of two or more firms as partners shall comply with the following requirements:

* + - 1. the Proposal shall be signed so as to be legally binding on all partners.
      2. one of the partners shall be nominated as being in charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
      3. the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge.
      4. all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under (ii) above, in the Proposal as well as in the Contract (in case of a successful Proposal).

| **Eligibility and Qualification Criteria** | | | | **Compliance Requirements** | | | **Documentation** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Subject** | **Requirement** | **Single Entity** | **Joint Venture** | | | **Submission Requirements** |
| **All members Combined** | **Each Member** | **One Member** |
| **1. Eligibility** | | | | | | | |
| 1.1 | **Nationality** | Nationality in accordance with ITC 4.2. | Must meet requirement | Must meet requirement | Must meet requirement | N / A | Forms ELI –1.1 and 1.2, with attachments |
| 1.2 | **Conflict of Interest** | No conflicts of interest in ITC 4.3. | Must meet requirement | Must meet requirement | Must meet requirement | N / A | Proposal Submission Form |
| 1.3 | **Bank Eligibility** | Not having been declared ineligible by the Bank, as described in ITC 4.4, 4.5. | Must meet requirement | Must meet requirement | Must meet requirement | N / A | Proposal Submission Form |
| 1.4 | **State-owned enterprise of the Borrower Country** | Applicant required to meet conditions of ITC 4.7 | Must meet requirement | Must meet requirement | Must meet requirement | N / A | Forms ELI -1.1 and 1.2, with attachments |
| 1.5 | **Financial sanctions and Ethical conduct** | Not having been excluded as a result of being subject to financial sanctions imposed by the EU[[4]](#footnote-4) either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter both in accordance with ITB 4.5 and Section V. | Must meet requirement | Must meet requirement | Must meet requirement | N / A | Forms ELI -1.1 and 1.2, with attachments |

| **Eligibility and Qualification Criteria** | | | | | | | **Compliance Requirements** | | | **Documentation** | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Subject** | | **Requirement** | | **Single Entity** | | **Joint Venture** | | | **Submission Requirements** | |
| **All members Combined** | **Each Member** | **One Member** |
| **2. Historical Contract Non-Performance** | | | | | | | | | | | |
| 2.1 | **History of Non-Performing Contracts** | | Non-performance of a contract did not occur within the last two (2) yearsprior to the deadline for Proposal submission based on all information on fully settled disputes or litigation. | | Must meet requirement by itself or as partner to past or existing JV | | N / A | Must meet requirement by itself or as partner to past or existing JV | N / A | Form CON - 1 | |
| 2.2 | **Suspension Based on Execution of Proposal Securing Declaration by the Client** | | Not applicable | |  | |  |  |  |  | |
| 2.3 | **Pending Litigation** | | All pending litigation shall in total not represent more than 50 %, (fifty) of the Consultant's net worth and shall be treated as resolved against the Consultant. | | Must meet requirement by itself or as partner to past or existing JV | | N / A | Must meet requirement by itself or as partner to past or existing JV | N / A | Form CON - 1 | |
| 2.4 | **Litigation History** | | No consistent history of court/arbitral award decisions against the Consultant[[5]](#footnote-5) within the last five (5) years prior to the deadline for submission of Proposals. | | Must meet requirement | | N / A | Must meet requirement | N/A | Form CON – 1 | |
| **Eligibility and Qualification Criteria** | | | | | | | **Compliance Requirements** | | | | **Documentation** |
| **No.** | | **Subject** | | **Requirement** | | **Single Entity** | **Joint Venture** | | | | **Submission Requirements** |
| **All members Combined** | **Each Member** | **One Member** | |
| **3. Financial Performance** | | | | | | | | | | | |
| 3.1 | | **Financial Capabilities** | | (i) The Consultant shall demonstrate that it has access to, or has available~~,~~ lines of credit (statement issued by the Bank) sufficient to meet the cash flow requirements estimated as Euro 48.000for the subject contract(s) net of the Consultants other commitments  (ii) The Consultant shall also demonstrate, to the satisfaction of the Client, that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.  (iii) The audited balance sheets or, if not required by the laws of the Consultant’s country, other financial statements acceptable to the Client, for the last three (3) financially closedyears (i.e. 2023, 2022 and 2021)[[6]](#footnote-6) shall be submitted and must demonstrate the current soundness of the Consultant’s financial position and indicate its prospective long-term profitability. | | Must meet requirement  Must meet requirement  Must meet requirement | Must meet requirement  Must meet requirement  N/A | N/A  N/A  Must meet requirement | N/A  N/A  N/A | | Form FIN – 3.1, with attachments |
| 3.2 | | **Average Annual Turnover** | | Minimum average annual turnover of 184.000 Euro, calculated as total certified payments received for contracts in progress and/or completed within the last *three (3)* years[[7]](#footnote-7) (i.e. 2023, 2022, 2021,), divided by three years | | Must meet requirement | Must meet requirement | Must meet *twenty five (25)* %*,*of the requirement | Lead partner must meet at least fifty (50%) percent of the requirement | | Form FIN - 3.2 |

| **Eligibility and Qualification Criteria** | | | | **Compliance Requirements** | | | **Documentation** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Subject** | **Requirement** | **Single Entity** | **Joint Venture** | | | **Submission Requirements** |
| **All members Combined** | **Each Member** | **One Member** |
| **4. Experience** | | | | | | | |
| **4.1** | **General Experience** | Experience in supervision on building construction and/or refurbishment/renovation/adaptation, within 3 completed contracts in the role of lead partner, JV member, subcontractor, within the last *5* years prior to the Proposals submission deadline. (i.e. May 2019). | Must meet requirement | N / A | Must meet requirement | N / A | Form EXP-4.1 |
| **4.2 (a)** | **Specific Experience** | (i) A minimum two (2) similar[[8]](#footnote-8) contracts with each Contract amount not less than EUR 185.000 that have been satisfactorily and substantially[[9]](#footnote-9) completed as a lead partner, JV member[[10]](#footnote-10), or sub-contractor during the past five (5) years, prior to the Proposals submission deadline (i.e. from 1st of January 2019 until the submission deadline). This means that the project the tenderer refers to could have been started/implemented/completed at any time during the indicated period but it does not necessarily have to be started and completed during that period, nor implemented during the entire period. | Must meet requirement | The lead JV member must present at least one contract with amount at least EUR 185.000. Any other JV member must present at least one contract with amount at least EUR185.000. The requirement is also met if the Lead Partner presents two contracts out of which each has a value of at least EUR 185.000. | N / A | Lead partner must meet at least one contract with amount at least EUR 185.000. | Form EXP 4.2(a) |

1. Evaluation of the Technical Proposal

(Should be included here that only proposals which meet (and thereby pass) all the requirements of Section 1 Eligibility and Qualification Criteria will be technically evaluated as per this Section 2)

The formula for determining the weighted technical scores of all Proposals will be calculated as follows:

St = S / Sm x 100

Where:

* S is the average technical score (mathematical average) and equals the sum of the technical scores given by each Evaluation Committee member divided by the number of EC members.
* The Technical Proposal evaluated as having the highest average technical score (Sm) is given the maximum technical score of 100.
* Thus, the weighted technical score is the average technical score of the offer in question (S) divided by the average technical score of the best technical offer (Sm) multiplied by 100)

|  |  |
| --- | --- |
| **Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals** | **Maximum number of points** |
| **1/ Adequacy and quality of the proposed organisation and methodology, and work plan in responding to the Terms of Reference (TORs)**  The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts (reference: Forms TECH-4 and TECH-5) **Appendix B – Organisation And Methodology** | |
| 1.1 Rationale | 10 |
| 1.2 Strategy | 30 |
| 1.3 Timetable of activities | 10 |
| **Total score for Organisation and methodology** | **50** |
|  |  |
| **2/ Key Experts’ qualifications and competence for the Assignment:**  Please note that each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant. (reference: Forms PER-5.1 and TECH-6), **Appendix C - Key Experts**.  At the proposal submission stage, the Consultant may propose Key Experts with national licenses, if available. If the Consultant proposing foreign experts without national licenses, and in case of being awarded the tender, those Key Experts shall apply for the respective licenses in accordance with the relevant legislation of Montenegro for the type of works to be supervised, particularly related to the activities of spatial development and construction of structures as prescribed by the Law on Spatial Development and Construction of Structures (Official Gazette of Montenegro, No. 064/17, 044/18, 063/18, 011/19, 082/20).  The licences will be sought only from the winning bidder and the winning bidder will be provided sufficient time to obtain such licenses and will not be penalised for delays which are not their responsibility. | |
| **2.1 Position K-1: Team Leader (Max 20 points)** |  |
| Qualifications and skills | 5 |
| General professional experience | 5 |
| Specific professional experience | 10 |
|  |  |
| **2.2 Position K-2: Site Engineer 1 (Max 15points)** |  |
| Qualifications and skills | 4 |
| General professional experience | 4 |
| Specific professional experience | 7 |
|  |  |
| **2.3 Position K-3: Site Engineer 2 (Max 15 points)** |  |
| Qualifications and skills | 4 |
| General professional experience | 4 |
| Specific professional experience | 7 |
| **Total score for Key experts** | **50** |
| **Overall total score** | **100** |

**The evaluated minimum average technical score (S) required to pass is 75 points.**

All experts who have a crucial role in implementing the contract are referred to as key experts. The Consultant must demonstrate that it will have suitably qualified Key Experts and must submit CVs and signed Statements of Exclusivity and Availability. Only the Key Experts shall be included in the evaluation process.

|  |
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| Section IV - Proposal Forms |

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Proposal Submission Letter

Date: *[insert day, month, year]*

RFP No. and title: *[insert RFP number and title]*

To: *[insert full name of Client]*

We, the undersigned, apply to be qualified for the referenced RFP and declare that:

1. **No reservations:** We have examined and have no reservations to the Proposal Document, including Addendum(s) No(s), issued in accordance with ITC 14: *[insert the number and issuing date of each addendum].*
2. **No conflict of interest:** We have no conflict of interest in accordance with ITC 4.3;
3. **Eligibility:** We (and our subcontractors) meet the eligibility requirements as stated ITC 4, we have not been suspended by the Client based on execution of a Proposal Declaration in accordance with ITC 4.5 ;
4. **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU[[11]](#footnote-11), either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter.";
5. **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITC 4.8]*;
6. **Subcontractors and Specialized Subcontractors:** We, in accordance with ITC 13.9, plan to subcontract the following key activities and/or parts of the services:

*[Insert any of the key activities which the Consultant intends to subcontract along with complete details of the Specialized Subcontractors, their qualification and experience]*

(g) **Commissions, gratuities, fees:** We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the corresponding tender process or execution of the Contract:

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
| *[insert full name for each occurrence]* | *[insert street/ number/city/country]* | *[indicate reason]* | *[Euro]* |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

*[If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Application]*

(h) **Not bound to accept:** We understand that you may cancel the tender process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Consultants for the contract subject of this tender process, without incurring any liability to the Consultants in accordance with ITC 23.1.

(i) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Prohibited Conduct[[12]](#footnote-12).

(j) We hereby certify that we will comply with EIB's environmental and social safeguards. (http://www.eib.org/en/infocentre/publications/all/environmental-and-social-practices-handbook.htm and EIB GtP, Clause 1.7)

(k) **True and correct:** All information, statements and description contained in the Proposal are in all respect true, correct and complete to the best of our knowledge and belief.

Signed *[insert signature(s) of an authorized representative(s) of the Consultant]*

*Name [insert full name of person signing the Proposal]*

In the capacity of *[insert capacity of person signing the Proposal]*

Duly authorized to sign the Proposal for and on behalf of: Consultant’s Name *[insert full name of Consultant or the name of the JV]*

Address *[insert street number/town or city/country address]*

Dated on *[insert day number]* day of *[insert month], [insert year]*

[For a joint venture, either all members shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached]

Form ELI – 1.1

Consultant Information Form

Date: *[insert day, month, year]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| Consultant’s legal name  *\_\_[insert full legal name]\_\_\_\_* |
| In case of Joint Venture (JV), legal name of each partner:  *\_\_\_[insert full legal name of each partner in JV] \_\_\_\_* |
| Consultant’s Actual or Intended country of constitution:  *\_\_[indicate country of Constitution]\_\_* |
| Consultant’s actual or Intended year of constitution:  *\_\_\_[indicate year of Constitution]\_\_* |
| Consultant’s legal address in country of constitution:  *\_\_\_[insert street/ number/ town or city/ country]\_\_\_\_* |
| Consultant’s authorized representative information  Name: *\_\_[insert full legal name]\_\_\_\_*  Address: *\_\_\_[insert street/ number/ town or city/ country]\_\_\_\_*  Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*  E-mail address: *\_\_\_[indicate e-mail address]\_\_\_* |
| Attached are copies of original documents of:  Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with ITC 4.2.  In case of JV, letter of intent to form JV or JV agreement, in accordance with ITC 4.1.  In case of state-owned enterprise or institution, in accordance with ITC 4.8 documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Consultant is not under supervision of the Client   2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form ELI – 1.2

Consultant’s JV Information Form

*[The following form is additional to Form ELI – 1.1., and shall be completed to provide information relating to each JV member (in case the Consultant is a JV) as well as any Specialized Sub-contractor proposed to be used by the Consultant for any part of the Contract resulting from this prequalification]*

Date: *[insert day, month, year]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| JV Consultant legal name:  *\_\_[insert full legal name]\_\_\_\_* |
| Consultant’s JV Member’s name:  *\_\_\_[ insert full name of Consultant 's JV Member] \_\_\_\_\_\_\_\_* |
| Consultant’s JV Member’s country of registration:  *\_\_[indicate country of registration]\_\_* |
| Consultant JV Member’s year of constitution:  *\_\_\_[indicate year of constitution]\_\_* |
| Consultant JV Member’s legal address in country of constitution:  *\_\_\_[insert street/ number/ town or city/ country]\_\_\_\_* |
| Consultant JV Member’s authorized representative information  Name: *\_\_[insert full legal name]\_\_\_\_*  Address: *\_\_\_[insert street/ number/ town or city/ country]\_\_\_\_*  Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*  E-mail address: *[indicate e-mail address]* |
| Attached are copies of original documents of:  🞎 Articles of Incorporation or Documents of Constitution, and Registration Documents of the legal entity named above, in accordance with ITC 4.1 and 4.2.  🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and are not under the supervision of the Employer, in accordance with ITC 4.8.  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form CON – 1

Historical Contract Non-Performance, Pending Litigation and Litigation History

*[The following table shall be filled in for the Consultant and for each partner of a Joint Venture]*

*Consultant*’s Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Party Legal Name: [*insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Non-Performing Contracts in accordance with Section III, Evaluation criteria | | | | | | |
| Contract non-performance did not occur during the *[number]* years specified in Section III, Evaluation criteria, Sub-Factor 2.1.  Contract(s) not performed during the *[number]* years specified in Section III, Evaluation criteria, requirement 2.1 | | | | | | |
| **Year** | **Non performed portion of contract** | | **Contract Identification** | | **Total Contract Amount (current value, EURO)** | |
| *[insert year]* | *[insert amount and percentage]* | | Contract Identification*: [indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for non-performance: *[indicate main reason(s)]* | | *[insert amount]* | |
|  |  | |  | |  | |
| Pending Litigation, in accordance with Section III, Evaluation criteria | | | | | | |
| No pending litigation in accordance with Section III, Evaluation criteria, Sub-Factor 2.3.  Pending litigation in accordance with Section III, Evaluation criteria, Sub-Factor 2.3 as indicated below. | | | | | | |
| Year | Outcome as Percent of Total Assets | | Contract Identification | | Total Contract Amount (current value, EURO ) | |
| *[insert year]*  *\_\_\_\_* | *[insert*  *percentage]*  *\_\_\_\_\_\_* | | Contract Identification: *[indicate complete contract name, number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Matter in dispute: *[indicate main issues in dispute]* | | *[insert amount]*  *\_\_\_\_\_\_\_\_\_\_\_* | |
| *\_\_\_\_* | *\_\_\_\_\_\_* | | Contract Identification:  Name of Employer:  Address of Employer:  Matter in dispute: | | *\_\_\_\_\_\_\_\_\_\_\_* | |
| Litigation History in accordance with Section III, Evaluation Criteria | | | | | | |
| 🞎 No Litigation History in accordance with Section III, Evaluation criteria, Sub-Factor 2.4.  🞎 Litigation History in accordance with Section III, Evaluation criteria, Sub-Factor 2.4 as indicated below. | | | | | | |
| **Year of award** | | **Outcome as percentage of Net Worth** | | **Contract Identification** | | **Total Contract Amount (currency), EURO (exchange rate)** |
| *[insert year]* | | *[insert percentage]* | | Contract Identification: [indicate complete contract name, number, and any other identification]  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Matter in dispute: *[indicate main issues in dispute]*  Party who initiated the dispute: *[indicate “Employer” or “Contractor”]*  Reason(s) for Litigation and award decision *[indicate main reason(s)]* | | *[insert amount]* |

Form FIN – 3.1

Financial Situation

*[The following table shall be filled in for the Consultant and for each partner of a Joint Venture]*

Consultant’s Legal Name: *[insert full name]* Date: *[insert day, month, year]*

Consultant’s Joint Venture Name*: [insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Financial information in (Euro in 000s)** | **Historic information for previous** *\_[insert number] years, [insert in words]*  (Euro in 000s) | | | | |
|  | Year 2021 | Year 2022 | Year 2023 | Year … | Year n |
| Information from Balance Sheet | | | | | |
| Total Assets (TA) |  |  |  |  |  |
| Total Liabilities (TL) |  |  |  |  |  |
| Net Worth (NW) |  |  |  |  |  |
| Current Assets (CA) |  |  |  |  |  |
| Current Liabilities (CL) |  |  |  |  |  |
| Working Capital (WC) |  |  |  |  |  |
| Information from Income Statement | | | | | |
| Total Revenue (TR) |  |  |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |  |  |
| Profits After Taxes (PAT) |  |  |  |  |  |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities |  |  |  |  |  |

**2. Sources of Finance**

*[The following table shall be filled in for the Consultant and all parties combined in case of a Joint Venture]*

Specify sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.

|  |  |  |
| --- | --- | --- |
| **No.** | **Source of finance** | **Amount (Euro)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |

**3. Financial documents**

The Consultant and its parties shall provide copies of the balance sheets and/or financial statements for [number] years pursuant Section III, Evaluation Criteria, Sub-Factor 3.1.

The financial statements shall:

1. reflect the financial situation of the Consultant or partner to a JV, and not sister or parent companies.
2. be audited by a certified accountant.
3. be complete, including all notes to the financial statements.
4. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested oraccepted).

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the *[number]* years required above; and complying with the requirements

Form FIN – 3.2

Annual Turnover Information

*[The following table shall be filled in for the Consultant and for each partner of a Joint Venture]*

Consultant’s/Joint Venture Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | Annual turnover data | | |
| Year | Amount and Currency | | **Exchange rate\*** | Euro |
| *[indicate year]* | *[Insert amount and indicate currency. Include partial accounting for the year up to the date of submission of Proposals]* | | *rate of exchange at the end of the period reported]* | *[insert amount in Euro ]* |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
| Average Annual Turnover \* |  | |  |  |

\* Average annual turnover calculated as total certified payments received for contracts in progress or completed, divided by the number of years specified in Section III, Evaluation criteria, Sub-Factor 3.2.

Form EXP – 4.1

General Sector Experience

*[The following table shall be filled in for the Consultant, each partner of a Joint Venture, and subcontractors]*

Consultant’s/Joint Venture Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

Consultant JV Member Legal Name: *[insert full name]*

RFP No. and title: *[insert RFP number]*

Page *[insert page number]* of *[insert total number]* pages

[*Identify contracts that demonstrate work over the past [number] years pursuant to Section III, Evaluation criteria, Sub-Factor 4.1. List contracts chronologically, according to their commencement (starting) dates.]*

| **Starting Month / Year** | **Ending Month / Year** | **Contract Identification** | **Role of Consultant** |
| --- | --- | --- | --- |
| *[indicate month/ year]*  \_\_\_\_\_\_ | *[indicate month/ year]*  \_\_\_\_\_\_ | Contract name*: [insert full name]*  Brief Description of the Services performed by the Consultant: *[describe Services performed briefly]*  Amount of contract: *[insert amount in Euro]*  Name of Employer: *[indicate full name]*  Address: *[indicate street/number/town or city/country address]* | *[insert “Contractor”, or “Subcontractor”, or” Contract Manager”]*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ | Contract name:  Brief Description of the Services performed by the Consultant:  Amount of contract:  Name of Employer:  Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ | Contract name:  Brief Description of the Services performed by the Consultant:  Amount of contract:  Name of Employer:  Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ | Contract name:  Brief Description of the Services performed by the Consultant:  Amount of contract:  Name of Employer:  Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Form EXP – 4.2(a)

Similar Sector Experience

*[The following table shall be filled in for contracts performed by the Consultant, each partner of a Joint Venture, and Specialist Subcontractors]*

Consultant’s/Joint Venture Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Member Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

[*Identify contracts that demonstrate work over the past [number] years pursuant to Section III, Evaluation criteria, Sub-Factor 4.2. List contracts chronologically, according to their commencement (starting) dates.]*

| **Similar Contract No.** *\_\_[insert number]* of *[insert number of similar contracts required]* | **Information** | | |
| --- | --- | --- | --- |
| Contract Identification | *\_[insert contract name and number, if applicable]\_* | | |
| Award date | *\_[insert day, month, year, e.g., 15 June, 2018]\_* | | |
| Completion date | *\_[insert day, month, year, e.g., 03 October, 2020]\_* | | |
|  |  | | |
| Role in Contract  *[check the appropriate box]* | Contractor | Management Contractor | Subcontractor |
|  | ***[insert roles and responsibilities]*** | | |
| Total Contract Amount | *\_\_\_[insert total contract amount in local currency]\_\_\_* | | EURO *\_\_[insert total contract amount in EURO*] |
| If partner in a JV,or subcontractor, specify participation in total contract amount | *[insert a percentage amount]*  \_\_\_\_\_ | *[insert total contract amount in local currency]*  \_\_\_\_\_\_\_\_\_\_\_\_\_ | *[insert total contract amount in EURO]*  \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Employer’s Name: | *\_\_\_[insert full name]\_\_\_* | | |
| Address:  Telephone/fax number  E-mail: | *[indicate street / number / town or city / country]*  *[insert telephone/fax numbers, including country and city area codes]*  *[insert e-mail address, if available]* | | |

Form EXP – 4.2(a) (cont.)

**Specific Sector Experience (cont.)**

| **Similar Contract No.** *\_\_ [insert number]* of *[ number of similar contracts required]* \_\_\_ | **Information** |
| --- | --- |
| Description of the similarity in accordance with Sub-Factor 4.2*(a)* of Section III: |  |
| 1. Amount | *\_\_ [insert amount in Euro in words and in figures]\_\_* |
| 1. Physical size | *\_\_ [insert physical size of activities] \_\_* |
| 1. Complexity | *\_\_[insert description of complexity]\_\_* |
| 1. Methods/Technology | *\_\_[insert specific aspects of the methods/technology involved in the contract]\_\_* |
| 1. Other Characteristics | *\_\_[insert other characteristics as described in Section VII, ToR]\_\_* |

Form PER – 5.1(a)

Personnel Capabilities for Specialist Subcontracting or Key Staff

*[Consultant s should provide the name of one candidate qualified to meet the specified requirements stated for each position pursuant to Section VII, Terms of Reference This form should be used for Key Staff as well as for Specialist Subcontractor Personnel]*

Name of Candidate’s Employer (i.e., Consultant, joint venture, or key subcontracting firm)

|  |  |
| --- | --- |
| 1. | Title of position\* |
| Name of the candidate |
| 2. | Title of position\* |
| Name of the candidate |
| 3. | Title of position\* |
| Name of the candidate |

Form PER – 5.1(b)

Key Staff or Specialist Personnel Candidate Summary

*[Consultants should demonstrate how each of the candidates listed in Form PER 5.1(a) are qualified to meet the specified requirements stated for each position pursuant to Section VII, Terms of Reference. One form should be filled out for each candidate proposed. This form should be used for Key Staff as well as for Specialist Subcontractor Personnel]*

Name of Candidate’s Employer (i.e., Consultant, joint venture, or key subcontracting firm)

|  |  |  |
| --- | --- | --- |
| Position | | Candidate  🗆 Prime 🗆 Alternate |
| Candidate Information | Name of Candidate | Date of Birth |
| Professional qualifications | |
| Present Employment | Name of Employer | |
| Address of Employer | |
| Telephone | Contact (manager/personnel officer) |
| Fax | E-mail |
| Job title of candidate | Years with present employer |

*[Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.]*

|  |  |  |
| --- | --- | --- |
| From | To | Company/Project/Position/Relevant technical and management experience and contact information for client (including telephone, fax and email) |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Technical Proposal – Standard Forms**

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

**Checklist of Required Forms**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Required for FTP or STP**  **** | | **FORM** | **DESCRIPTION** | ***Page Limit*** |
| **FTP** | **STP** |  |  |  |
| **** | **** | TECH-1 | Technical Proposal Submission Form. |  |
| **** If applicable | | TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement. |  |
| **** If applicable | | Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members |  |
| **** |  | TECH-2 | Consultant’s Organization and Experience. |  |
| **** |  | TECH-2A | A. Consultant’s Organization |  |
| **** |  | TECH-2B | B. Consultant’s Experience |  |
| **** |  | TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. |  |
| **** |  | TECH-3A | A. On the Terms of Reference |  |
| **** |  | TECH-3B | B. On the Counterpart Staff and Facilities |  |
| **** | **** | TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment |  |
| **** | **** | TECH-5 | Work Schedule and Planning for Deliverables |  |
| **** | **** | TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) |  |
| **** | **** | TECH-7 | Covenant of Integrity and Environmental and Social Covenant |  |

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

**Form TECH – 1**

**Technical Proposal Submission Form**

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP:* “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” *or, if only a Technical Proposal is invited* “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.*”].*

{If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}.We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

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

We hereby declare that:

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

(b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 13.1].*

(c) We have no conflict of interest in accordance with ITC 4.3.

(d) We meet the eligibility requirements as stated in ITC 4, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 3*.*

(e) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU[[13]](#footnote-13), either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter"

(f)  *[Note to Client: Only if required in ITC 9.2 (Data Sheet 9.2), include the following:* In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.*]*

(g) In accordance with ITC 13.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 13 and ITC 31.4 may lead to the termination of Contract negotiations.

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

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 37.2 of the Data Sheet.

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

We remain,

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}

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

**Form TECH – 2**

**Consultant’s Organization and Experience**

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

**A - Consultant’s Organization**

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

2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC 35.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

**B - Consultant’s Experience**

1. List only previous similar assignments successfully completed in the last5 years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

| **Duration** | **Assignment name/& brief description of main deliverables/outputs** | **Name of Client & Country of Assignment** | **Approx. Contract value (in Euro)/ Amount paid to your firm** | **Role on the Assignment** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| {e.g., Jan.2020– Apr.202021} | {e.g., “Improvement quality of...............”: designed master plan for rationalization of ........; } | {e.g., Ministry of ......, country} | {e.g., EUR1 mill/EUR0.5 mill} | {e.g., Lead partner in a JV A&B&C} |
|  |  |  |  |  |
| {e.g., Jan-May 2022} | {e.g., “Support to government.....” : drafted secondary level regulations on..............} | {e.g., municipality of........., country} | {e.g., EUR 0.2 mil/ EUR 0.2 mil} | {e.g., sole Consultant} |
|  |  |  |  |  |

**Form TECH – 3**

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

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

**A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

**Form TECH – 4**

**Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference**

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

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

1. Technical Approach and Methodology
2. Work Plan
3. Organization and Staffing}

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

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

c) ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

**Form TECH -5**

**Work Schedule and planning for deliverables**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Deliverables** 1 **(D-..)** | **Months** | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **.....** | **n** | **TOTAL** |
| **D-1** | {e.g., Deliverable #1: Report A |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1) data collection |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 2) drafting |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 3) inception report |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 4) incorporating comments |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 5) delivery of final report to Client} |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D-2** | {e.g., Deliverable #2:...............} |  |  |  |  |  |  |  |  |  |  |  |  |
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1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

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

3. Include a legend, if necessary, to help read the chart.

**Form TECH -6**

**Team Composition, Assignment, and Key Experts’ inputs**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Name** | **Expert’s input (in person/month) per each Deliverable (listed in TECH-5)** | | | | | | | | | | | | | **Total time-input**  **(in working days)** | | |
| **Position** |  | **D-1** |  | **D-2** |  | **D-3** | **........** |  | **D-...** |  |  |  | **Home** | **Field** | **Total** |
| **KEY EXPERTS** | | | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-1 | {e.g., Mr. Abbbb} | [Team Leader] | [*Home]* | [20 WD] |  | [15.0] |  | [10.0] |  |  |  |  |  |  |  |  |  |
| [*Field*] | [0] |  | [0] |  | [0] |  |  |  |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
| **NON-KEY EXPERTS** | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [*Field*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** | | | |  |  |  |

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC24.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence. Minimum number of working days given in the ToR will be Field work while **home work is not planed**.

Full time input

Part time input

**Form TECH-6**

**(Continued)**

**CURRICULUM VITAE (CV)**

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

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing organization and your title/position. Contact information for references** | **Country** | **Summary of activities performed relevant to the Assignment** |
| [e.g., May 2016-present] | [e.g., Ministry of ……, advisor/consultant to…  For references: Tel…………/e-mail……; Mr. Hbbbbb, deputy minister] |  |  |
|  |  |  |  |
|  |  |  |  |

Membership in Professional Associations and Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Adequacy for the Assignment:**

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

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

**Certification:**

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

{day/month/year}

Name of Expert Signature Date

{day/month/year}

Name of authorized Signature Date

Representative of the Consultant

(the same who signs the Proposal)

**Statement of exclusivity and availability[[14]](#footnote-14)  
  
Publication ref: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer < *tenderer name* > in the above-mentioned service tender procedure. This includes that I will not be proposed as a replacement expert in this tender procedure. I declare that I am able and willing to work for the period(s) set for the position for which my CV has been included if this tender is successful, namely:

|  |  |  |
| --- | --- | --- |
| **From** | **To** | **Availability** |
| *< start of period 1 >* | *< end of period 1 >* | [full time] [part time] |
| *< start of period 2 >* | *< end of period 2 >* | [full time] [part time] |
| *< etc. >* |  |  |

By making this declaration, I understand that I am not allowed to offer my services as an expert to any other tenderer participating in this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders will be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the EU.

I also declare that I am not in a situation of conflict of interest or unavailability, that I am not in the list of EU restrictive measures and commit to inform the tenderer(s) of any change in my situation.

I acknowledge that I have no contractual relations with the contracting authority and in case of dispute concerning my contract with the contractor I shall address myself to the latter and/or to the competent jurisdictions.

[For information, I have signed a Statement of Exclusivity and Availability for the following tender(s):

|  |  |  |
| --- | --- | --- |
| **Tender reference** | **Submission deadline for the tender** | **Tendered engagement** |
| *< tender reference >* | *< date >* | [full time] [part time] |
| *< tender reference >* | *< date >* | [full time] [part time] |
| *< etc. >* |  |  |

Should I receive a confirmed engagement I declare that I will accept the first engagement offered to me chronologically. Furthermore I will notify the tenderer immediately of my unavailability. ]

|  |  |
| --- | --- |
| **Name** |  |
| **Signature** |  |
| **Date** |  |

**Form TECH-7**

COVENANT OF INTEGRITY (CoI)

*(Modification of the CoI text is not allowed)*

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

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

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, (i) is listed or otherwise subject to EU/UN Sanctions and (ii) in connection with the execution or supply of any works, goods or services for the Contract, will act in contravention of EU/UN Sanctions. We covenant to so inform you if any instance shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

If (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any tender process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee, agent or a representative of a joint venture partner, where this exists, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded or otherwise sanctioned by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tender procedure on the grounds of Prohibited Conduct, we give details of that conviction, dismissal or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract [*give details if necessary*].

We acknowledge that if we are subject to an exclusion decision by the European Investment Bank (EIB), we will not be eligible to be awarded a contract to be financed by the EIB.

We grant [indicate the name of the Project Promoter], the European Investment Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy our books and records and those of all our sub-contractors under the Contract. We accept to preserve these books and records generally in accordance with applicable law but in any case for at least six years from the date of proposal submission and in the event we are awarded the Contract, at least six years from the date of substantial performance of the Contract.

For the purpose of this Covenant, Prohibited Conduct has the meaning provided in the EIB’s Anti-Fraud Policy[[15]](#footnote-15).

Name In the capacity of

Signed

Duly authorised to sign the contract for and on behalf of

Date

Form TECH-7

(Continued)

ENVIRONMENTAL AND SOCIAL COVENANT

*(Modification of the ESC text is not allowed)*

We, the undersigned, commit to comply with – and ensuring that all of our sub-contractors comply with – all labour laws and regulations applicable in the country of implementation of the contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on environment applicable in the country of implementation of the contract.

*Labour standards*. We further commit to the principles of the eight Core ILO standards[[16]](#footnote-16) pertaining to: child labour, forced labour, non-discrimination and freedom of association and the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

*Workers relations.* We therefore commit to developing and implementing a Human Resources Policy and Procedures applicable to all workers employed for the project in line with Standard 8 of the EIB’s Environmental and Social Handbook[[17]](#footnote-17). We will regularly monitor and report on its application to Ministry of Education as well as on any corrective measures periodically deemed necessary.

*Occupational and Public Health, Safety and Security.* We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project’s Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems[[18]](#footnote-18); (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB’s Environmental and Social Handbook for workers living on-site; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

*Protection of the Environment.* We commit to taking all reasonable steps to protect the environment on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in *[insert name of the relevant document][[19]](#footnote-19)* and the international and national legislation and regulations applicable in the country of implementation of the contract.

*Environmental and social performance.* We commit to (i) submitting [*insert periodicity as indicated in the Proposal documents if applicable*] environmental and social monitoring reports to Ministry of Education; and (ii) complying with the measures assigned to us as set forth in the environmental permits [*insert name of the relevant document if applicable*][[20]](#footnote-20) and any corrective or preventative actions set forth in the annual environmental and social monitoring report. To this end, we will develop and implement an Environmental and Social Management System commensurate to the size and complexity of the Contract and provide Ministry of Education with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports.

We hereby declare that our Proposal price as offered for this contract includes all costs related to our environmental and social performance obligations as part of this contract. We commit to (i) reassessing, in consultation with Ministry of Education, any changes to the project design that may potentially cause negative environmental or social impacts; (ii) providing Ministry of Education with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the execution of the contract and the implementation of the project previously not taken into account; and (iii) in consultation with Ministry of Education, adjusting environmental and social monitoring and mitigation measures as necessary to assure compliance with our environmental and social obligations.

Environmental and social staff. We shall facilitate the contracting authority’s ongoing monitoring and supervision of our compliance with the environmental and social obligations described above. For this purpose, we shall appoint and maintain in office until the completion of the contract an Environmental and Social Management Team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to the Contracting Authority and to whom the Contracting Authority shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.

We accord the Contracting Authority and the EIB and auditors appointed by either of them, the right of inspection of all our accounts, records, electronic data and documents related to the environmental and social aspects of the current contract, as well as all those of our subcontractors.

Name In the capacity of

Signed

Duly authorised to sign the contract for and on behalf of

Date

**Financial Proposal – Standard Forms**

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

**Form FIN-1**

**Financial Proposal Submission Form**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for ***Supervision service on adaptation works of nine VET schools*** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of EUR {Insert amount(s) in words and figures}, *[Insert “including” or “excluding”] of all indirect local taxes[[21]](#footnote-21) in accordance with ITC 28.1 in the Data Sheet.* {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 13.1.

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

Name and Address Amount and Purpose of Commission

of Agents Currency or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}

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

**Form FIN-2 Summary of Costs**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Notes** | **Estimated number of working days** | **Fee rate [EUR] per working day** | **Amount** |
|  |  |  |  | [EUR] |
| ***FEES (including overheads):*** | 1 |  |  |  |
| *Key experts* | 2.4 |  |  |  |
| - Site Engineer/Team leader |  |  |  | 0.00 |
| [- Senior experts] |  |  |  | 0.00 |
| [- Junior experts] |  |  |  | 0.00 |
| [- <Other> expert] |  |  |  | 0.00 |
|  |  |  |  | 0.00 |
| *Non key experts* | 3.4 |  |  | 0.00 |
| [- Senior experts] |  |  |  | 0.00 |
| [- Junior experts] |  |  |  | 0.00 |
| [- <Other> expert] |  |  |  | 0.00 |
|  |  |  |  | 0.00 |
| ***Total fees (including overheads)*** |  |  |  | 0.00 |
|  |  |  |  |  |
| ***PROVISION FOR INCIDENTAL EXPENDITURE[[22]](#footnote-22):*** | 5 |  |  |  |
|  |  |  |  |  |
| (LUMP SUMS) | 6 |  |  |  |
| - Activity 1 |  |  |  | 0.00 |
| [- Activity 2] |  |  |  | 0.00 |
|  |  |  |  |  |
| ***PROVISION FOR EXPENDITURE VERIFICATION[[23]](#footnote-23)*** | 7 |  |  |  |
|  |  |  |  |  |
| **MAXIMUM CONTRACT VALUE** |  |  |  | **0.00** |
| **VAT[[24]](#footnote-24)** |  |  |  | 0.00 |

NOTES:

**1 All fee rates must cover:**

* the remuneration actually paid to the experts concerned per working day (a working day being defined as an 8-hour day).
* the service fee is gross, all inclusive, and personal/income taxes, social security charges, insurance and any other similar tax or fiscal duties in the country of tax residence are all entirely the responsibility of the expert. All expenses of the experts must be presented excluding VAT.
* administrative costs of employing the relevant experts, such as relocation and repatriation expenses, accommodation, expatriation allowances, leave, insurances and security arrangements and other employment benefits accorded to the experts by the Contractor
* the margin, covering the Contractor's overheads, profit and backstopping facilities
* any other expenditure which is needed to implement the contract and which is not covered elsewhere

**2** Expert who is defined as instrumental in the Terms of Reference and who are subject to evaluation as part of the tender.

**3** Expert who is not defined as instrumental in the Terms of Reference and who is approved by the Project Manager by administrative order.

**4** The annual leave entitlement of experts must not exceed 60 calendar days per year

Note that the input of experts must be given in full working days

**5 Provision for incidental expenditure:**

* all incidental expenditure incurred in the course of the contract as required by the Terms of Reference is to be invoiced at actual cost (per-diems are fixed flat rates and are considered actual costs).
* any cost related to the payment of an incidental expenditure is included, such as bank charges.
* supporting documentation need not be submitted at the time interim invoices are presented for payment but must be retained for seven years after the final payment is made by the Contracting Authority.
* the provision for incidental expenditure does not cover travel to/from the partner country for experts (other than for missions identified in the Terms of Reference).
* The financial evaluation of tenders only considers the total fees and eventual lump sums, since the provision for incidental expenses must be the amount stated in Clause 6.5 of the Terms of reference. Please refer to Section 6 of the Terms of reference to identify what is to be included in fees and what may be covered by the provision for incidental expenditure in this contract.

**6 Lump sums-**Not applicable

**7 Provision for expenditure verification**

* must cover expenditures incurred in the course of the contract for expenditure verifications undertaken by external auditors; it cannot be decreased in the course of the contract.

**EXISTING NORMATIVE SOLUTIONS THAT REGULATE THE PROCEDURE FOR EXEMPTION FROM PAYMENT OF VAT DEPENDING ON THE SOURCE OF FINANCING**

**The project will be financed as follows:**

**1/ EIB loan equal to 24.64 % of the Proposal price (VAT at the rate 0%)**

**2/ National Contribution equal to 49% of the Proposal price (VAT at the rate 21%)**

**3/ Grant provided by the WBIF equal to 26.36% of the Proposal price (VAT at the rate 0%)**

**Instructions in relation to exemption from payment of VAT for projects financed from the funds of the European Union and on the basis of an international agreement.**

Exemption from payment of VAT for projects financed from the funds of the European Union and on the basis of an international agreement, i.e. a donation agreement, is carried out on the basis of a certificate of exemption from payment of VAT, issued by the state administration authority responsible for the implementation of the project. Article 25 paragraph 1 point 12 of the Law on Value Added Tax prescribes that VAT is paid at a rate of 0% on the delivery of products or services when an international agreement or a donation agreement stipulates that tax costs will not be paid from the received funds. Also, the provision of Article 13e of the Rulebook on the procedure for exempting investors from paying value added tax and the delivery of certain products and services stipulates that the importer, supplier of products, service provider, i.e. beneficiary of donations (international organization or legal/physical person, i.e. other form of economic activity activities) in order to exercise the right to exemption from paying VAT, when this is provided for in an international agreement, encloses a certificate from the state administration body responsible for the area for which the project is being implemented.

**Procedure for VAT Exemption**

When submitting a request for exemption from paying VAT to TAX authority, it is needed to submit the documentation prescribed by Article 10 paragraph 3 of the Rulebook on the procedure for exempting investors from paying value added tax and the delivery of certain products and services, namely:

1. Credit or loan agreement concluded with the European Investment Bank (in the original or a copy certified by a notary, as well as a translation in the Montenegrin language by a permanent court interpreter - certified by a notary);

2. Confirmation by the state administration authority responsible for foreign affairs and European integration that the loan or credit agreement is being applied (in the original or a copy certified by a notary);

3. Contract on the delivery of products and services (in the original or a copy certified by a notary), as well as a translation in the Montenegrin language by a permanent court interpreter certified by a notary.

In addition to the above-mentioned documentation, it is necessary to submit the invoice of the product supplier or service provider, which serves as proof of the value of the delivered products or services, and for which amount VAT payment at the rate of 0% should be determined. This is due to the fact that the Revenue and Customs Administration issues a decision determining the payment of VAT at a rate of 0% only on the delivered products, i.e. the provided services resulting from the contractual relationship, and not on the total contracted amount, all in accordance with the provisions of Article 12 and 13 of the Rulebook on the procedure for exempting investors from paying value added tax and the delivery of certain products and services, and in connection with the provision of article 25 paragraph 1 point 12a of the Law on value added tax.

Since it is a complex way of financing (the sources of financing are: loans, grants and funds from the current and capital budgets), the Ministry of Education, as the beneficiary of funds, must state exactly which sources of financing are used for delivered products/provided services. If different sources of financing (loan, grant and funds from the current and capital budget) are used for the payment according to the submitted pro-invoice of the product supplier or service provider, it is also necessary to indicate how much of the total amount provided for payment is determined from the loan funds, how much from the grant, and how much from the budget. In this regard, for the amount of funds used from the loan, it is necessary to submit a request for exemption from paying VAT to the Revenue and Customs Administration as the competent authority, for the amount of funds used from donations/grants, it is necessary to submit a request for the issuance of a certificate for exemption from the payment of VAT to the state administration body responsible for the implementation of the mentioned project (i.e. Ministry of Education).

Section V - Eligible Countries

In reference to ITB 4.6 and 5.1:

In the usual case of projects (both inside and outside the Union) financed by the Bank’s “own resources” (funds raised mainly through the Bank’s borrowings on capital markets), firms originating from all countries of the world are eligible to tender for works, goods and services contracts.

The Bank shall not provide or otherwise make funds available, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU[[25]](#footnote-25), either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter.

In addition, individuals or firms may not be eligible to tender in application of section 1.4 on Ethical Conduct, Guide to Procurement for project financed by the EIB.

For more details refer to Section VI and EIB Guide to procurement: <https://www.eib.org/en/publications/guide-to-procurement>

Section VI - EIB’s Anti-Fraud Policy

Sections given below are integral part of the Guide to Procurement for projects financed by the EIB, dated September 2018. Link: <https://www.eib.org/en/publications/guide-to-procurement>

1.4. Ethical Conduct

It is the Bank’s policy to require that promoters, as well as Consultants, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy.

Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from Prohibited Conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing[[26]](#footnote-26)).

In pursuance of this policy as set out in EIB’s Anti-Fraud Policy, if it is established to the required standards[[27]](#footnote-27) that a project-related party[[28]](#footnote-28) has engaged in Prohibited Conduct in the course of a procurement process or implementation of a contract (to be) financed, the Bank:

a) May seek appropriate remediation of the Prohibited Conduct to its satisfaction;

b) May declare ineligible such project-related party to be awarded the contract; and/or

c) May withhold the Bank’s no objection to contract award[[29]](#footnote-29) and may apply appropriate contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.

Furthermore, within the framework of its Exclusion Policy, the Bank may declare such project related party ineligible to be awarded a contract under any EIB project or to enter into any relationship with the Bank.

3.6. Prohibited Conduct - Covenant of Integrity

As noted in section 1.4, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from prohibited conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction and money laundering and terrorist financing). In particular, in countries outside the EU, the Bank will, as a general rule:

• Require any tenderer for works, goods or services, as a condition of admission to eligibility, to execute and attach to its Proposal a Covenant of Integrity in the form indicated in Section IV - Proposal Forms

; and

• Require Consultant to grants the promoter, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract.

The Bank reserves the right not to finance any contract in which Consultants/contractors have not issued to the promoter the Covenant of Integrity signed by a duly authorised person.

For contracts awarded prior to the Bank’s involvement in the project, the promoters are encouraged to include the Covenant of Integrity. The requirement for a Covenant of Integrity may be waived for those private sector promoters who can satisfy the EIB that they have implemented anti-fraud standards at least equivalent to the Bank’s policy.

**Annex 1 (Ref: ITC 38.1)**

**Appeal procedure**

The appeal procedure, or the rights protection process, in this project is a two-step process. The appeal process within this project is a set of activities undertaken to protect the rights of participants of all procurement procedures in this project that use financing from the EIB.

Review procedures for remedies are available to any person or entity having or having had an interest in obtaining the contract and (at risk of) being harmed by an alleged infringement from applicable procurement rules.

A Tenderer is any person who participated in the public procurement procedure by submitting a Proposal or an application in the first phase of a restricted procedure and who, with a Proposal, submitted a guarantee for the seriousness of the Proposal within the same.

Where an appeal may be initiated for a procurement procedure other than national rules, but not limited to International Open competition, the language shall be one of the EU languages. Therefore, decisions of the appellate body need to be officially translated into the EU language used in the tender, for instances into English if that’s the language of the tender.

An appeal may be filed at all stages of the procurement procedure. For example and this list is not exhaustive, during the preparatory phase, which includes the Proposal preparation stage, the Proposal opening session, following contract award decision or following contract cancellation decision.

Procurement documentation and conditions of contract (evaluation criteria, evaluation process, rules for clarification and changes of tender documentation) used for the procurements will be internationally-recognized such as those prepared by Multilateral Development Banks or FIDIC (Fédération Internationale des Ingénieurs-Conseils) that are listed in the GtP.

In addition to these, complaints may also be filed against possible violations of the personal rights of the interested person/ tenderer, including:

* Application of the criteria for the selection of tenderers;
* Evaluation and analysis of the offer;
* Assessment of compliance of the offer with respect to market specifications;
* Application of other regulations of importance (tax regulation, construction regulations etc.)

**Appeal**

An appeal shall be submitted to the contracting authority in writing in three copies.

An appeal shall be submitted in the manner specified by the Tender Documentation, which can include a submission by hand, courier delivery or by electronic means to the archives of the contracting authority, or any other way providing delivery demonstrates the date of submission thereof.

Where submission is by letter, participants may choose to submit an appeal: either by post or by express courier service, in which case the evidence of sending (within the deadline specified in the procurement documents) shall be constituted by the postmark or the date of the deposit slip. If it is sent by regular postal services, the maximum delivery time must not be longer than three working days.

An appeal shall include the allegation of irregularities in the procurement process, facts supporting the allegations and evidence of the offense committed, as well as a proposal for a resolution of the Appeal.

An integral part of the appeal is the proof of payment of the fee for conducting the procedure, which amounts to up to 2% of the estimated value of the procurement, the percentage of which is contained in the tender documentation. The maximum fee is EUR 20,000. In case of confirmation of the appeal.

When filing an appeal, the appellant must submit with the appeal proof of payment of funds to an account that will be opened by the Ministry of Finance specifically for this purpose, and which will be under the control of the Appellate Body.

In the event that the allegations are well-founded and the contracting authority accepts the appeal, the contracting authority notifies the Appellate Body by formal letter that the appeal has been filed, that it has been accepted and that it is necessary to reimburse the appellant. Also, if the contracting authority maintains that the appeal is unfounded and forwards it to the decision of the Appellate Body, and the Appellate Body accepts the appeal, the funds are refunded to the appellant. The Appellate Body is obliged to make a refund within 15 ordinary days from the date of publication of the decision on the appeal.

An appeal can be submitted during the next phases of the public procurement process:

* In the case of the restricted procurement procedures:
  + An appeal against the tender documents may be submitted after issuing of the tender documents on a second phase procedure or after publication of the Requests for an Expression of Interest (REOI), up to 5 business days before the deadline for submission of Expressions of Interest/proposals/bids.
  + An appeal against decisions and/or the decision-making process may be submitted after the announcement of the pre-qualification candidates and after the technical evaluation and/or the contract award notification (as applicable in case of the use of a two envelope tender evaluation) of the selected tenderer, during the standstill period, which may not exceed 10 ordinary days from the date of the receipt of the notification/decision on the contract award.
* In the case of an open public procurement procedure:
  + An appeal against the tender documents may be submitted from the date of publication of the tender dossier to no later than 5 business days before the deadline for the submission of tenders.
  + An appeal against the decisions and/or the decision-making process may be submitted after the technical evaluation and the contract award notification (as applicable in case of the use of a two envelope tender evaluation) of the selection of the tenderer, during the standstill period, which may not exceed 10 days from the date of the receipt of the notification/decision on the contract award.
* In the case of the national procurement procedures:
  + An appeal against the tender documents may be submitted after the issuing of the tender documents on a second phase procedure or after publication of the Requests for an Expression of Interest (REOI), up to 10 business days before the deadline for submission of Expressions of Interest/proposals/bids;
  + An appeal against decisions and/or the decision-making process may be submitted after the announcement of the pre-qualification candidates and after the contract award notification of the selected Tenderer and during the standstill period, which may not exceed 10 ordinary days from the date of the receipt of the notification/decision on the contract award.

An appeal shall be submitted to the Contracting Authority within the above deadlines, so that the appeal may be considered.

The contracting authority is also the first level of review. The contracting authority may only accept an appeal and, if the appeals are correct, modify the Tender Documents, modify the decision on selection/annulment of the procedure or annul the procedure in its entirety. In the case that the initial decision changes due to the appeal, a new standstill period begins. It is the responsibility of the contracting authority to initiate proceedings with the Appellate Body and, where applicable, to request refund of the fee paid in the event that the Appellate Body accepts the appeal. If the contracting authority assesses the appeal as unfounded, it shall submit its supporting documentation to the Appellate Body, formed for this project, for review and decision by the Appellate Body within no more than 8 business days from the date of receipt of the appeal.

*Conditional effect of the appeal: In the event that the appeal is forwarded to the Appellate Body, it will have ex-lege conditional effect until the final decision of the Appellate Body. Filing an appeal with the Appellate Body suspends any further activities in the present proceedings, pending the decision of the Appellate Body, no matter what stage the procurement procedure is at.*

**Decisions of the Appellate Body**

The Appellate Body shall decide on the appeal only within the content of the appeal. Respecting the limited content of the appeal, the Appellate Body also decides on possible violations of the procedure that may have a decisive impact on the outcome of the procedure and the award of the contract, as well as on the violation of the basic principles of public procurement. In its decision, the Appellate Body shall give reasons for its decision and give the contracting authority instructions for correcting any irregularities.

The Appellate Body may:

**Deny the appeal**, if it has been incomplete, if not submitted in time, if it is not submitted by an Interested Party, or tenderer, if it is not submitted by an authorized person, if it is not submitted with a proof of payment of the fee, and if it has not been founded on facts, i.e. if the allegations do not prove a violation of the rules of the procedure, a violation of the EIB’s GtP rules, a violation of the principles of public procurement, and/or non-compliance with other positive legislation.

**Adopt the appeal** in whole or in part and, through its decision, order the amendment of the qualification/ selection decision and/or modification of the Tender documentation. Within its decision, the Appellate Body will point out to the contracting authority the irregularities identified, eliminating them through the continuation of the procedure or through a new procedure.

The decisions of the Appellate Body are binding to all parties in the proceedings and the issues discussed by the Appeal cannot be part of a new appeal in the same proceedings.

Any contract signed contrary to the decision of the Appellate Body shall be null and void. A standstill period shall also be adopted after the Appellate Body has communicated it decision to the complainant.

The complainant has the ability to challenge the decision of the Appellate Body at an Administrative Court of Podgorica within 8 business days from the date of receipt of the Appellate Body’s decision. This complaint procedure does not postpone the continuation of the procurement procedure.

**Composition, organization and decision-making process of the Appellate body**

The Appellate Body is composed of a President and two members, appointed by the Government and accountable to the Government for its work. Representatives of the contracting authorities on the project, as well as persons who may be presumed to have a direct interest, as well as any other type of conflict of interest defined by the EIB’s GtP, during the project’s implementation, may not be appointed to the Appellate Body.

Members of the Appellate Body are appointed as individuals based on their prior experience in international and domestic procurement procedures.

The President represents the Appellate Body, schedules and conducts its sessions, and communicates with the contracting authorities and the appellant(s).

Members of the Appellate Body actively participate in the decision-making process and participate in the sessions of the Appellate body.

In addition to the President and Members of the Appellate Body, a secretary of the Appellate Body is appointed who is not entitled to vote and who cannot be from the representatives of the contracting authorities for the concerned project, nor be a person(s) who might have a direct interest in the implementation of the concerned project.

The official working language of this body is Montenegrin, while the decisions and content of this body shall also be provided in the language of the Tender, notably in case of International Open procurement competition, where the language shall be a language of the EU.

The Appellate Body works in such a way that all members are separately acquainted with the subject of the appeal and other relevant information regarding the proceedings, so that the decision is made at the session from which the transcript of minutes is made and by voting.

The Appellate Body may request additional statements from the appellant, contracting authorities as well as third parties in the proceedings and may organize individual or joint meetings with them to form an opinion on the appeal.

In the course of its work, if the subject matter of the appeal is of a specific technical content, the Appellate Body may seek professional technical support from individuals or organizations having specific knowledge in a given field, provided that they have no interest in the subject matter. The Appellate Body may also request additional expertise from national and/or international independent bodies in the area concerned.

Immediately upon receipt of the appeal, the secretary of the Appellate Body shall notify the President of its receipt. The President convenes the first session of the Appellate Body within 3 business days. In the absence of the President, the meeting shall be convened by a Member authorized by the President. At the first session, the Members are introduced to the appeal and taken up for consideration. The Appellate Body shall make its decision within 15 business days of the date of the first session at a special session, except in cases where further expert witnesses and meetings are required, when the time limit may be extended by another 10 business days. The President and the secretary make a decision, confirmed by the Members of the Appellate Body, who all transmit to the complainant and the contracting authority within 3 business days its confirmation, with required translation into the Tender language as necessary.

The minutes of all sessions of the Appellate Body shall be kept by the secretary of the Appellate Body for review at its request.

**Section VII – Terms of Reference**

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**LIST OF ABBREVIATIONS**

CA Contracting Authority

CPA Capital Project Administration

EC European Commission

EIB European Investment Bank

EU European Union

EUR Euro currency

KE Key Expert

MEP Montenegro Education Programme

MoE Ministry of Education

MoF Ministry of Finance

MNE Montenegro

NKE Non-Key Expert

PIU Project Unit Implementation

PWD Persons with disabilities

PSC Project Steering Committee

SAA Stabilization and Association Agreement

TA Technical Assistance

TL Team Leader

ToR Terms of Reference

WBIF Western Balkans Investment Framework

1. **BACKGROUND INFORMATION**
   1. Partner country

Montenegro

* 1. Contracting authority

Ministry of Education (MoE), Address: Vaka Đurovića b.b,, Podgorica, 81 000 Podgorica

* 1. Country background

The European Union (EU) granted Montenegro the official status of candidate country on 17 December 2010. The accession negotiations with Montenegro were opened on 29 June 2012. Moving closer to EU accession, Montenegro needs to significantly increase its competitiveness and review its policies with regard to employment, skills development and technological innovation.

The country is facing challenges in the negotiation areas and required actions are highlighted in the annual European Commission (EC) Progress Reports.

Recent economic growth is slowly improving labour market trends. Overall unemployment in 2021 was recorded at 16.8% compared to 18.3% in the previous year. Differences across regions remain, with the unemployment rate being low at 7.4 % in the coastal region, 11.3% in the central region and 30.8% in the north according to data from Q4 2021. The most vulnerable groups on the labour market remain women, youth, Roma, persons with disabilities and low skilled workers. According to the Labour Force Survey carried out by the Montenegrin Statistical Office (MONSTAT, 2020), in 2019 the NEET rate (15-24) was 17.3%, while NEET rate (15-29) was 21.3%. For 15-24 year olds, the NEET rate was slightly higher among young men than young women (18.8% and 15.8% respectively). The NEET rates for 15-29 year olds showed no gender differences. The share of young people (15-29) not in education, employment or training (NEET) had decreased by only 0.1% (from 26.6% to 26.5%) between Q4 2020 and Q4 2021 according to an International Labour Organisation report.

On education and training, the Government adopted the Strategy on early and pre-school education 2021-2025 and the Strategy for digitalization of the education system in Montenegro 2022-2027. According to the Economic Reform Programme of Montenegro, 2022-2024, spending on education was 4.3% of GDP in 2021. The preschool enrolment rate stood at 48.71% (male: 49.09% and female: 48.30%) in 2020-2021, still well below the EU 95% target. This enrolment of students was however affected by the COVID-19 context. The number of children in preschool education returned to the 2019 level (72% of children aged 3-6), and the number of children with disabilities in both preschool and primary education increased by 21% and 7%, Online schooling continued during the school year, and regular schooling restarted as of 1 September 2021 continuing the supporting measures on digital exclusion taken in the previous year, and taking into account that many children lacked internet access, Telekom of Montenegro provided internet coverage for 100 branch units of primary schools (or 50% of total number of branch institutions) located in rural areas. This is the first phase of a broader initiative planned by the Strategy for digitalization of education system, i.e. to make internet available in all schools in Montenegro and providing all children attending school with a possibility to use digital content. Furthermore, the Government approved in December 2021the

Strategy for Digitalization of Education (2022 – 2027), which is fully aligned with the EU Digital Education Action Plan.[[30]](#footnote-30)

Youth in Montenegro face many difficulties in making the transition to productive work. This could be due to the absence of workplace skills required by the labour market, lack of information on job availability, and lack of access to systems and mechanisms that structure the transition to work. Montenegro has an aging population and emigration has recently increased, especially among youth. Close to 25% of Montenegrins are estimated to live abroad. Recent emigration, which reflects poor job opportunities at home, exacerbates country’s skills shortages.

* 1. Current situation in the sector

The education system of Montenegro includes preschool education, primary education, secondary general education (gymnasium), vocational education, education of persons with special needs, adult education and higher education:

• Pre-school education is implemented in crèche (children up to 3 years of age) and kindergarten (for children from 3 to 6 years of age) divided into groups according to age. Pre-school education is not a prerequisite to attend primary school;

• Primary education is compulsory and it is free for all children aged 6 to 15 years. It lasts for nine years divided into three cycles, which means that in Montenegro primary and lower secondary education are organised as a single structure system;

• General secondary education is performed in high schools - gymnasiums. This education is not compulsory. Gymnasiums may enrol persons who have completed primary education and are younger than 17. Education in high school lasts for four years;

• Secondary vocational education is also not mandatory, and is implemented in a period of two, three or four years in secondary vocational schools. Secondary vocational education is also performed in art schools;

• Higher education is acquired at the University of Montenegro as a public university, two private universities and nine individual private faculties and one individual public faculty. At the public university, tuition fees for a certain number of students is provided from the State Budget, while other students bear the cost of tuition.

The Montenegro Education Programme project is in line with the Stabilisation and Association Agreement signed in 2007 between the Republic of Montenegro and the EU. The agreement highlights the need of cooperation between Montenegro and the EU with the aim of raising the level of general and vocational education in Montenegro as well as youth policy and youth work. It also puts an emphasis on the need for cooperation with the aim of ensuring that access to all levels of education and training in Montenegro is free of discrimination on the grounds of gender, colour, ethnic origin or religion.

By contributing to the modernisation and adaptation of school infrastructures to changes in local demand, the project aims to improve the quality of education in Montenegro, and to a better allocation of resources in the education sector. A good level of education and a good quality of education accessible to all are essential for the economic, social and intellectual development of a country. In a country like Montenegro, which is marked by wide inequalities, the role of education is even more important for improving the living conditions and economic and social opportunities of young populations.

The investments that comprise the Montenegro Education Programme also form the education investments as identified in the country’s Single Project Pipeline of investments. A priority list of investments that the Montenegrin government has identified as key to the continued development of the country.

The Ministry of Education is responsible for planning, implementing and revising education policy in Montenegro. It has the overall coordination and reporting role over the implementation of the programmes and projects in this sector. Education policy-making involves the cooperation of all relevant actors directly or indirectly responsible for education, such as competent ministries, non-governmental organizations and other institutions.

* 1. Related programmes and other donor activities

This assignment is specifically related to the Montenegro Education Programme funded by the EIB. Some or all of the component parts of the EIB funded project may benefit from funding from another multi-lateral development bank (MDB); additional financing from WBIF and Bilateral donors was confirmed at the time of writing and needs to be processed.

Other investments made into the Montenegrin education system by other donors are as follows:

* Energy efficiency investments in public buildings (with the majority of investments in elementary, secondary and vocational education and training facilities) by KfW;
* Construction of new kindergartens by the Council of Europe Development Bank (CEB); and
* Investments in the reform of the education system (closed in 2005) and improving higher education research for innovation and competitiveness (extended and due to close in 2019) both funded by the World Bank.
* Sectoral Operational Programme for Montenegro on Employment, Education and Social policies 2015-2017 funded by European Union through IPA.

1. **OBJECTIVE, PURPOSE & EXPECTED RESULTS**
   1. **Overall objective**

The overall objective of the project of which this contract will be a part is:

To support the Ministry of Education in strengthening national capacity in the development of new and renovated educational facilities.

* 1. **Purpose**

The purpose of this contract is as follow:

* To provide supervision and contract management services (as the Supervisor) for the execution of the works that are foreseen in the project documentation, under the project “Adaptationof nine Vocational Education and Training (VET) Schools in Montenegro" in particular regarding quality, time and cost, on behalf of the Contracting Authority.
  1. **Results to be achieved by the service contractor**

The main results expected by the Service Contractor are as follows:

* The Service Contractor has provided expertise to the Contracting Authority and has achieved full conformity with the contracted conditions and Montenegrin legislation;
* Works Contract are effectively implemented and supervised within the allocated budget and in full compliance with the technical specifications and standards, approved designs, terms and conditions of the works contract, which led to its timely completion in a desired quality.
* The quality of the supervision of the Works Contract is confirmed through issuing the **Provisional Acceptance Certificates** and **Final Acceptance Certificates**, in accordance with the Montenegrin Law on Spatial Planning and Construction of Structures.
* All reports and deliverables defined in Clause 7 of this Terms of Reference were submitted to the Contracting Authority in a timely manner and with a desired quality.

1. **ASSUMPTIONS & RISKS**
   1. **Assumptions underlying the project**

* This tender is issued under the assumption that a sufficient number of qualified tenders for civil works within the estimated budget will be received, which will result in the signature of the Works Contract with the competent Works Contractor;
* All necessary approvals and certifications (such as; right of access to site, possession of the site, etc.) will be obtained prior to the works Commencement date;
* Full commitment, support and close cooperation between the Ministry of Education, Capital Projects Administration, Service Contractor and Works Contractor regarding the project implementation activities;
* The approvals and authorizations for carrying out adaptation works are duly provided by the relevant ministries, if any;
* Availability of the project and technical documentation regarding current state of the buildings is given;
* The works are performing according to the assumed time schedule, budget and quality.
  1. **Risks**
* Unsuccessful tender for works (one or more lots) related to adaptation of nine VET schools;
* Insufficient cooperation of relevant stakeholders;
* Delays in obtaining licences for Works Contractor and Service Contractor;
* Delays in the implementation of the assignment caused by a lack of data/information and/or inaccuracy;
* Delays in the approval of reports and deliverables, resulting in delays in the assignment’s implementation;
* The Works Contractor do not work according to his performance programme (work plan) to enable the Service Contractor to plan his work correctly;
* Unfair claims and disputes during the adaptation;
* Unfavourable conditions (weather or other) that can delay or make impossible the performance of the works.
* Works cannot progress due to unforeseen reasons.

1. **SCOPE OF THE WORK**
   1. **General**
      1. **Project description**

The Service Contractor shall provide technical support to the Contracting Authority for works contract(s) to achieve full implementation of the contracted works in conformity with the contracted service contract conditions and with the Montenegrin construction legislation.

The Works contract “Adaptationof nine Vocational Education and Training (VET) Schools in Montenegro" will include adaptation of the VET schools in accordance with European standards and to provide an acceptable level of working conditions in the future through good maintenance.

The schools listed below are subject to adaptation:

1. ṦSVSO “Sergej Stanic” - Podgorica
2. SSṦ “Cetinje” - Cetinje
3. SSṦ “Bar” - Bar
4. SMŠ "Bećo Bašić" - Plav
5. SSŠ SMṦ “Danilo Kis” - Budva
6. SSṦ "Berane" - Berane
7. SSŠ "Vukadin Vukadinović" - Berane
8. SSŠ “Rožaje” - Rožaje
9. SEEŠ "Bijelo Polje" - Bijelo Polje

The Service Contractor will assume the role and responsibilities of the Supervisor’s Representative in terms of the works contract.

Overall duration of the Works Contract is intended to be 29 months, out of which 15 months for execution of Works, followed by 12 months of Defects Notification Period (DNP), plus 1 month for inception period and 1 for project closure.

The indicative calendar of works per school, showing which sites are affected by the no works period, shall be taken into consideration in particular when it comes to the smooth running of school classes, safety of school users and if some of works can be performed only during the school holidays or outside of the tourist season. When it comes to schools in the north of the country take note of prevailing climatic conditions.

Commencement of works (i.e. July 2024) is presented tentatively and it will depend on the length of the procurement process. **The exact start of work for each school will be subject to agreement between Contractors, school Directors, Supervisor and the Contracting authority.**

The duration of the works, given separately for each school, is preferably implemented continuously, during a period of fifteen months. Only for schools such as Bar and Danilo Kiš, there is a possibility that it will not be possible to ensure continuity in works due to interruptions in the summer season. Not all works have to start together, but the completion of the works should target for completion within the first 12 months of the contract across all sites except Podgorica.



The Service Contractor shall supervise the execution of the Works Contract, which will result in implementation of Works with highest quality, project reliability, long-term sustainability and efficient operation, cost-effective and on-time Works completion.

The Works will be implemented under the relevant Montenegrin legislation.

The award of this Supervision Contract is subject to the signature of above described works contract(s) with the successful tenderer.

* + 1. **Geographical area to be covered**

Central, Southern and Northern region of Montenegro.

* + 1. **Target groups**

The key beneficiary is the population of Montenegro who will benefit from improved educational facility. In addition, the staff of the beneficiary institutions (VET Schools) will benefit of better working conditions.

The target beneficiaries are young people aged between 14 and 18 years old covering the secondary education level in Montenegro. In addition to the future students of the education facility, their parents, families and the immediate local community around this facility will be key stakeholders.

* 1. **Specific work**
     1. **Supervision of the works**

The Service Contractor has to ensure that all works are executed in accordance with relevant national requirements so that the designed quality adaptation is achieved and all works are carried out in full compliance with the engineering design, technical specifications and the contract document.

The Service Contractor shall set up a contract management and monitoring system, meeting the demands for an efficient construction supervision and contract administration, i.e. quality control, quantity control, monitoring of progress, health and safety, liaison with statutory authorities and other interested parties and cost control of the Works contract.

To that effect, the Service Contractor will provide, without being limited to, the following services:

1. ***Pre-implementation stage***

The Service Contractor shall set up a proper and functional supervision organisation and shall undertake all preparatory works allowing a fast and efficient day-to-day supervision activities.

Responsibilities of the Service Contractor in this phase shall include the following tasks:

1. Mobilisation of staff and set-up the Service Contractor’s office. The central/site offices facilities will be provided by the Works Contractor;
2. Evaluation of the site conditions, related legislation, related technical standards and institutional state of the key stakeholders;
3. Ensure that the communication and reporting mechanism with the Contracting Authority and Works Contractor(s) is set up, fully functioning and efficient for the duration of the project;
4. The Service Contractor is responsible for organisation of the kick-off meeting;
5. Consultations and prior approval from the Contracting Authority on commencement of the Works and issuance of the Commencement order;
6. ***Implementation stage***

In the course of the performance of its services during the Implementation stage, the Service Contractor will ensure that appropriate safety and environmental protection measures are applied at all stages, in line with local legislation and international standards.

The Service Contractor will assume the role of the “The Supervisor” during the execution phase (including works implementation and Defect Notification period) of the works contract(s).

The specific work of the implementation of the assignment at this stage shall include, but not limited to:

1. Assessment and inception of the works schedule of Works Contractor, including mobilisation of personnel, equipment, material and resources during execution of the Contract;
2. Continuously monitoring of progress against works time programme, instructing the Works Contractor to revise its programme as necessary in order to meet completion deadlines;
3. Review/assess of the Works Contractor's Quality Assurance System (including the Inspection Plan and Inspections Procedures, the Quality Plan, the Method Statements, as well as the Environment and Social Management Plan and Health & Safety procedures on the site);
4. Check and recommend to the Contracting Authority the adequacy and authenticity of all certificates, insurance policies, securities, guarantees, indemnities, ownership of plant etc. for which the Works Contractor is liable under the Conditions of Contract;
5. Monitoring the progress of the Works and make the Contracting Authority aware in a timely manner of any possible problems that could arise with the potential to affect the achievement of the project objectives;
6. Checking certificates of laboratory tests provided by Works Contractor, and check the materials and the equipment;
7. Check the quantities and values of the works, as well as the completed works, in accordance with Works Contract;
8. Advise the Contracting Authority on possible ways to reduce the project expenditures, to decrease the execution time or to improve the quality of the works;
9. Advise on any claims or contractual disputes and problems arising during the works, and prevent claims and delays whenever feasible;
10. Initiate and chair monthly progress meetings; prepare and issue promptly the minutes of meetings and ensure that all matters arising are dealt with expeditiously;
11. Receive and analyse the Works Contractor's payments certificates, ascertain and determine the value of the works in accordance with the Contract and consequently - following the procedure laid down in the Contract - issue Interim and Final Payment Certificates;
12. Provide permanent assistance to the Contracting Authority on any matter related to the contract implementation, including ad hoc reports upon request;
13. Carry out inspections and instruct and supervise any necessary remedial works before the issuance of the Provisional Acceptance Certificate(s).
14. Organise an archiving system (digital and on paper) in order to survey the progress of works, while maintaining a daily works register. All the documents and communications related to the programme shall be transferred to the Contracting Authority;
15. Checking and signature: Log Book (Works Dairy) and Works Register (Measurement Book) all according Montenegrin Construction Act (Pravilnik o sadržini i načinu vođenja građevinskog dnevnika, građevinske knjige i knjige inspekcije)
16. Keep accurate records of time worked on site by all the Service Contractor’s personnel in the form of signed and countersigned timesheets to be submitted in support of the Consultant’s invoices for remuneration in respect of providing supervision services;
17. The Service Contractor shall obtain the specific approval of the Contracting Authority before taking action under the Works Contract conditions:
18. Provide prior approval of the Contracting Authority of acceptance of all important materials and equipment;
19. Agreeing or determining any matter, which will increase the accepted Works Contract amount and time extension;
20. The Service Contractor shall not authorize any deviation from the works contract document or approve any substitute materials which involve extra expenditure or potential time extensions or material modification to the technical specifications without the written approval of the Contracting Authority;
21. Giving consent to a subcontractor for a subcontract for which a different subcontractor is named in the Works Contract;
22. Instructing, agreeing or determining an extension of the Works Contract Time for Completion;
23. Instructing and explaining a suspension of works;
24. Instructing an Administrative Order which is expected to increase the Works Contract Price or in any substantial way change the scope, character or quality of the works and in particular any instruction concerning the use of the provisional sums;
25. Issuing any Provisional Acceptance Certificate;
26. Issuing the Final Acceptance Certificate.

18. The Supervisor shall send administrative orders electronically (by email) to representatives of the Works Contractor and to the Contracting authority. Hard copies shall be delivered by hand to representatives of the Works Contractor, and also to the representative of the Contracting authority;

19. Perform all other tasks not specifically mentioned herein but necessary to properly supervise and control all construction activities in accordance with the terms defined in the General and Special Conditions of the related Works.

1. ***Post-implementation stage***

After completion of the works, the Service Contractor shall inspect the works periodically in order to ensure a proper monitoring of the works performance over the Defects Notification Period.

Responsibilities of the Service Contractor in this phase shall include, but will not be limited to the following:

1. Regular inspections (at least twice a year) during the Defects Notification Period. Organise performance tests together with the Works Contractor during the Defects Notification Period if necessary;
2. Provide adequate supervision/inspection of remedial works executed in the Defect Notification Period;
3. Issuance of the Final Acceptance Certificate at the end of the Defects Notification Period;
4. Checking of the Works Contractor's Final Statement and consequent preparation and issuance of the Final Payment Certificate;
5. Recommending the return of bonds and retention's money;
6. Participation in settlement of eventual disputes in accordance with the Conditions of Contract;
7. Prepare reports in the scope and content as required in Clause 7 of this Terms of Reference.

**Tasks related to the Environmental and social (ES) obligations:**

Service Contractor will ensure that the Works Contractor deliver its ES obligations under its contract. This includes, but is not limited to the following:

1. review the Works Contractor’s Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Works Contractor’s contract (normally not less than once every 6 months, if applicable);
2. review all other applicable Works contractor’s documents related to ES aspects including the health and safety manual, security management plan;
3. review and consider the ES risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;
4. undertake, as required, audits, supervisions and/or inspections of any sites where the Works Contractor is undertaking activities under its contract, to verify the Works Contractor’s compliance with ES requirements;
5. undertake audits and inspections of Works Contractor’s accident logs, community liaison records, monitoring findings and other ES related documentation, as necessary, to confirm the Works Contractor’s compliance with ES requirements;
6. determine remedial action/s and their timeframe for implementation in the event of a noncompliance with the Works Contractor’s ES obligations;
7. ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;
8. ensure that the Works Contractor’s actual reporting (content and timeliness) is in accordance with the Works Contractor’s contractual obligations;
9. review and critique, in a timely manner, the Works Contractor’s ES documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;
10. undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ES issues;
11. establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality.
    * 1. **Visibility and Communication**

The Service Contractor will ensure that due public recognition is given to MNE and EU for the construction activities through the implementation of agreed visibility measures. The Service Contractor will propose the Communication plan together with the Inception Report.

The Service Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co financing. These activities must comply with the rules lay down in the EU Communication and Visibility Plan and Guidelines 2022 published on the EC web site: <https://international-partnerships.ec.europa.eu/system/files/2023-04/communicating-and-raising-eu-visibility-guidance-for-external-actions-july-2022_en_0.pdf>

* 1. **Project management**
     1. **Responsible body**

The Supervision Services Contract will be implemented by the Ministry of Education (MoE) as the Contracting Authority.

|  |  |
| --- | --- |
| Contracting Authority | Ministry of Education |
| Representative | Vesna Krivokapić |
| Address | Vaka Đurovića b.b, 81000 Podgorica, Montenegro |
| Fax | +382 020 410 100 |
| E-mail | [vesna.krivokapic@mpni.gov.me](mailto:vesna.krivokapic@mpni.gov.me) |

The МоЕ is responsible for all procedural aspects of tendering process, contracting matters and financial management, including payment of service activities, managing and implementing the project under which this contract is financed.

* + 1. **Management structure**

Contracting Authority(ies)

The project " Adaptationof nine Vocational Education and Training (VET) Schools in Montenegro” consists of: works contract and service contract. There are two Contracting Authorities for these contracts.

The Ministry of Education (MoE) is the Contracting Authority for this Service Contract and the Capital Projects Administration (CPA) is the Contracting Authority for Works Contract(s). The tasks and the responsibilities of the MoE as the CA are defined under article 4.3.1 of this Terms of Reference.

Project Steering Committee (PSC)

The PSC will be established to manage and monitor the whole process and the activities to be implemented under the Project, covering both this service and works contract. The Project Steering Committee will consist of:

* Representative/s of the Ministry of Education (CA for service contract);
* Representative/s of the Capital Project Administration (CA for works contract(s));
* Representative/s of the Service Contractor, Supervisor Team;
* Representative/s of the Works Contractor;
* Representative/s of any other interested party.
  + 1. **Facilities to be provided by the contracting authority and/or other parties**

The Contracting Authority shall provide the Service Contractor with all relevant legislation, standards and other technical documentation required for the completion of the required results, without charge or unreasonable delay.

Please see as well point 6.2 below.

1. **LOGISTICS AND TIMING**
   1. **Location**

The services under this contract shall be performed in 8 municipalities in Montenegro (Podgorica, Bar, Budva, Cetinje, Berane, Plav, Rozaje and Bijelo Polje).

* 1. **Start date & period of implementation**

The intended start date is June 2024 and the period of implementation of the contract will be 29 months from this date. Please see Articles 13.1 and 14.1 of the special conditions for the actual start date and period of implementation.

In its Inception Report, the Service Contractor shall coordinate with the appropriate authorities and make any necessary adjustments to its Work Programme to ensure the timely completion of the Plan in line with the following tentative timetable.

| ***Project cycle*** | ***Duration and description*** | ***Activities and Outputs*** |
| --- | --- | --- |
| Inception Period | **1 month** | Mobilization and Inception report |
| Implementation Period | Supervision stage for: 15 months | Supervision of works  Monthly reports  Quarterly progress reports  Final Works Completion report |
| Post implementation Period (DNP) | 12 months | Regular inspections (at least twice a year) |
| Project Closure | **1 month** | Closure of works contract (issuance of Final certificate, discharge statements, final payment certificates)  Final project completionreport |

1. **REQUIREMENTS**
   1. **Staff**

Note that civil servants and other staff of the public administration, of the partner country or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

The Consultant shall provide adequate staff in terms of expertise and time allocation, as well as needed equipment in order to complete the activities required under the scope of the assignment and to achieve the overall and the specific objectives of the project in terms of time, costs, and quality.

At the proposal submission stage, the Consultant may propose Key Experts with national licenses, if available. If the Consultant proposing foreign experts, those Key Experts must possess licenses/ certificates/ equivalent licences issued by the official national institution of their country. In case that the Consultant wins the tender, the Key Experts proposed by the Consultant shall apply for the respective licenses in accordance with the relevant legislation of Montenegro for the type of works to be supervised, particularly related to the activities of spatial development and construction of structures as prescribed by the Law on Spatial Development and Construction of Structures (Official Gazette of Montenegro, No. 064/17, 044/18, 063/18, 011/19, 082/20).

The licences will be sought only from the winning bidder and the winning bidder will be provided sufficient time to obtain such licenses and will not be penalised for delays which are not their responsibility.

The Key Expert cannot be an economic operator which developed the Main Design, which also relates to the natural persons who participated in its development.

All experts must be independent and free from conflicts of interest in the responsibilities they take on. The Covenant of Integrity (as per ITC 3.4) shall be included in the list of documents to be submitted as part of the tender.

* + 1. **Key experts**

Key experts have a crucial role in implementing the contract. These terms of reference contain the required key experts’ profiles. The tenderer shall submit CVs and statements of exclusivity and availability for all key experts. The tenderer must provide **documentary proof** for the key experts proposed. This includes copies of the diplomas referred to in the CV and employers’ certificates or references proving the professional experience stated in the CV. **Only diplomas and experience supported by documentary proof should be taken into account**.

The indicative staffing structure and working days are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Quantity** | **Estimated minimum number of working days** |
| 1 | Team Leader | 1 | 240 |
| 2 | Main Site Engineer | 2 | 240 (in total for two experts) |

NOTE: The minimum inputs presented in the table above are provided for information and were estimated on the following assumptions:

* The Team Leader and Site Engineers must act and be present on the sites in line with relevant legislation of the country, Montenegro;
* Reallocation of the inputs per stages as well as among the KEs is possible (subject to the proposal of the Consultant and acceptance of the Contracting Authority).

**For the Key experts home based work is not planed.**

**Key Expert 1: Team leader**

The Team Leader (TL) will be tasked with the overall coordination of the assignment, including, but not limited to, coordination of experts so as to ensure that the inputs of experts are available at the time when they are required, allocation of tasks within the team, liaison with the counterparts, develop the work plan, revision of outputs, provision of technical direction and submission of deliverables within the prescribed budget and time limits (e.g. Reporting). The TL will be responsible for all supervision activities in relation to the Works Contract. Apart of his duties the TL shall act as a Site engineer, if required.

Qualifications and skills

* At least University Degree (where a university degree has been awarded on completion of at least four years study in a university or equivalent institution) in civil engineering or architecture;
* Fluency in the English language, both spoken and written is mandatory (knowledge of the local language will be considered as advantage);
* Computer skills are mandatory.

General professional experience

* At least 15 (fifteen) years of post-graduate professional experience in the field of civil engineering or architecture, out of which minimum 5 (five) years of professional experience was gained on supervision of buildings construction.

Specific professional experience

* Experience in at least 2 (two) projects in the previous 5 (five) years (counted backwards from the deadline for tender submission), in the field of supervision of construction and/or refurbishment/renovation/rehabilitation of buildings similar[[31]](#footnote-31) to that as covered by this contract;
* Experience as a Team Leader / Resident Engineer in supervision of works contract (in key/senior position) implemented under nationally/internationally recognised contract conditions in at least one (1) project in the previous 5 (five) years (from the deadline for tender submission);
* Experience as Team Leader in supervision contract in at least one (1) works contract above 3.000.000 EUR.

**Key experts: Site Engineers** (2 positions)

Each of the three main Site Engineers will be responsible for the day-to-day supervision of works on the Lot for which they are assigned.

Qualifications and skills

* At least University Degree (where a university degree has been awarded on completion of at least four years study in a university or equivalent institution) in civil engineering or architecture;
* Fluency in the local language, both spoken and written is mandatory (knowledge of the English language will be considered as advantage);
* Computer skills are mandatory.

General professional experience

* At least 10 (ten) years of professional experience, in the civil engineering or architecture, out of which minimum 3 (three) years of experience in supervision of buildings construction/refurbishment/adaptation, as the Site Engineer/Resident Engineer/Supervisor.

Specific professional experience

* Experience in at least 1 (one) supervision contracts related to the building construction/refurbishment/adaptation similar[[32]](#footnote-32) to or larger than what is covered by this contract, in the previous 5 (five) years (from the deadline for tender submission) as certified engineer;
* Supervising works contracts above 2.000.000 EURO as a certified engineer will be considered as advantage.

The Key Experts must fulfil the minimum requirement for all of the criteria. If any of the Key Experts do not fulfil the minimum requirements in any of the criterion after the revised assessment (that takes place after the interviews, if any) the offer should be rejected.

At the moment of tender submission, all Key experts shall have a professional licence(s), in accordance with the laws of the country in which he they are located. Immediately after the Contract signing all Key experts must obtain a professional licence(s) in accordance with relevant legislation of Montenegro.

* + 1. **Non-key experts**

CVs for Non-Key Experts should not be submitted as a part of the Proposal, but the Consultant will have to demonstrate in their offer that they have access to experts with the required profiles.

The Consultant must clearly indicate the NKE’s profile so that the applicable daily fee rate in the budget breakdown is clear.

The selected NKEs must be subject to approval by the Contracting Authority before the start of their implementation of tasks.

The required profiles of the non-key experts for this contract are as follows, but not limited to:

|  |
| --- |
| **Profiles of Non-key Experts** |
| Architectural Engineer |
| Civil Engineer |
| Electrical Engineer (High and Low voltage) |
| Mechanical Engineer (HVAC) Expertise |
| Quality assurance |
| Surveyor |
| Environmental and health and safety |

Qualifications and skills

* + - At least University Degree (at least four years study) according to the position they are proposed for;
    - Working knowledge of the local language, both spoken and written (knowledge of the English language will be considered as advantage);
    - Computer skills are mandatory.

General professional experience

* At least 5 years of professional experience in the field of the required expertise.

Specific professional experience

* At least 1 (one) contract in supervision of construction/refurbishment/adaptation of building , according to the position they are proposed for, completed in the previous 5 (five) years;

The estimated number of working days (minimum 70 days) for the NKEs shall be distributed accordingly to demonstrate the correspondence between the proposed methodology and the NKE inputs.

* + 1. **Support staff & backstopping**

The Service Contractor should identify and describe in his offer the arrangements for the provision of the support staff and backstopping facilities.

Backstopping costs for logistical and management support (including the activity of the Project Director designated by the Service Contractor) of the team must be included in the fee rates of the experts.

A Project Director, at his usual work place, will be responsible for the backstopping and overall coordination of the project. The Project Director must be highly experienced in the management of similar projects and will be responsible for regular liaison with the Contracting Authority, the project team, and other relevant actors so as to ensure that the project is being implemented smoothly and that any problems are rapidly resolved as well as for the quality assurance of the project outputs.

The Service Contractor shall describe in the offer the system of quality assurance to be applied and how the head office will support the experts on site with all required logistic and technical support. Backstopping and support staff costs must be included in the fee rates.

The costs for backstopping and support staff, as needed, are considered to be included in the tenderer's financial offer.

Note that the support/backstopping staff cannot be assigned as short or long-term experts while still maintaining their original assignment. The two responsibilities must be kept separate and double budgeting under the project should be avoided.

* 1. **Office accommodation**

The Works Contractor shall provide at least 20 m2 of adequate space (4 working stations and separate meeting room in addition) for the Service Contractor and its team on the Site, according to the relevant Montenegrin legislation.

The office shall be connected to electricity, lighting, heating and air-conditioning. All utility services, such as electricity, water, wastewater pipelines, cleaning and maintenance with regard to these facilities, shall be provided by the Works Contractor at his own cost. It must be fit for the purpose of use as a permanent site office, for the Supervisor's staff.

* 1. **Facilities to be provided by the Service contractor**

The Service Contractor must ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely manner. Any cost of the office support or space apart from site office is to be covered by the fee rates of the experts.

* 1. **Equipment**

No equipment is to be purchased on behalf of the Contracting Authority as part of this Service Contract or transferred to the Contracting Authority at the end of this contract. Any equipment related to this contract that is to be acquired must be purchased by means of a separate supply tender procedure.

* 1. **Incidental expenditure**

The provision for incidental expenditure covers ancillary and exceptional eligible expenditure incurred under this contract. It cannot be used for costs that should be covered by the Service Contractor or as part of its fee rates, as defined above. It covers:

* Travel costs and subsistence allowances for missions, outside the normal place of posting, undertaken as part of this contract.
* Fees for data collection, laboratory tests, if necessary;
* Expenditure for external services related to the communication strategy and public relations (see section 4.2.2 above)

The provision for incidental expenditure for this contract is **EUR 15.000,00**. This amount must be included unchanged in the budget breakdown. The use of this expenditure will be subject to approval by the Contracting Authority.

* 1. **Lump sums**

Lump sums are not foreseen in this contract.

* 1. **Expenditure verification**

The provision for expenditure verification covers the fees of the auditor in charge of verifying the expenditure of this contract in order for the contracting authority to check that the invoices submitted are due. The provision for expenditure verification for this contract is **EUR 6.000.** This amount must be included unchanged in the budget breakdown.

1. **REPORTS**
   1. **Reporting requirements**

The Service Contractor shall prepare and submit the following reports in a format and content agreed with the Contracting Authority:

|  |  |  |
| --- | --- | --- |
| **Name of report** | **Content** | **Time of submission** |
| Inception report | Analysis of existing situation and work plan for the project | No later than 1 month after the start of implementation |
| Monthly Reports | Monthly reports shall include a summary of the monthly progress, technical and financial; including problems encountered, as well as envisaged activities for the next reporting period. During construction phase, key issues, such as, but not limited to, safety, quality, progress, work programme, resources, contract administration and cost control shall be summarized. | No later than 7 days after the end of each month of the implementation, for that month. |
| Quarterly Progress Reports | Contains description of progress (technical and financial) including problems encountered; planned work for the next 3 months accompanied by an invoice and the expenditure verification report.  The report shall include a summary of the progress of the services, particular reference to major activities and during implementation phase those on the critical path for completion of the works, as well as envisaged activities for the next reporting period. The key issues to be addressed shall be the progress of the activities as detailed under Section 4 of these Terms of Reference. During implementation phase, supervision activities shall cover the measures such as risks, safety, quality, progress, work program, resources, contract management and cost control, and environmental management, as a minimum. The report shall include a summary of the progress of the services defined with particular reference to major activities and also those on the critical path for completion of the works. The report shall detail delays and difficulties encountered and proposed measures to alleviate them and provide future projections for implementation of the activities. In a suitable appendix report shall contain photos, the minutes of the monthly site meetings and any other contractual meetings, and the copies of the interim payment certificates for the given period.  After the completion of each stage, the report shall summarize all activities during specific stage as detailed under Section 4 of these Terms of Reference. | No later than 15 days after the end of each 3-month implementation period. |
| Works Completion report | This report shall contain: Copies of the Taking-Over Certificate; Verified "as-built" drawings showing all revision to the design of the works; An overview of the actual progress of the works detailing reasons for delays and/or extensions of time; Commissioning report for the various mechanical and electrical components of the works (if any); An overview of site safety procedures, any problems in this regard and recommendations for improvement; An overview of the Contractor’s working practices and resources; An assessment of the quality of materials and workmanship any problems in this regard and recommendations for improvement; Details of difficulties encountered and how these were overcome. Report should incorporate any comments received from the parties on the draft report. | Within 1 month after issuance of the Provisional acceptance certificate. |
| Final project completion report | Short description of achievements including problems encountered and recommendations; a final invoice and the financial report accompanied by the expenditure verification report. | Within 1 month after issuance of the Final acceptance certificate |

*Other Supervision reporting requirements:*

* **Accident Report,** A report of circumstances of any significant accidents occurring on the site shall be forwarded to the Contracting Authority with all due dispatch.
* **Claims Report,** A report detailing the Service Contractor’s assessment of each claim notified by the Works Contractor shall be prepared and submitted to the Contracting Authority.
* **Variations,** The Service Contractor in case of any Variation to the Contract shall follow the Works Contract.

Each report must consist of a narrative section and a financial section. The financial section must contain details of the time inputs of the experts, incidental expenditure and expenditure verification.

The reports shall be provided both in the English and Montenegrin language in one hard copy in each language. In addition to the specified number of hard copies reports will be also delivered electronically to the Contracting Authority (MoE) and Administration for Capital Projects.

* 1. **Submission & approval of reports**

The report referred to above must be submitted to the Contracting Authority representative identified in the contract. The Contracting Authority representative shall provide comments or approving the reports within maximum 30 calendar days.

The Service Contractor shall prepare all reports in A4 format, with appropriate headers and footers, and printable double-sided. Drawings and schedules shall be reduced to maximum A3 size for inclusion in the reports.

1. **MONITORING AND EVALUATION**
   1. Definition of indicators:

* Provisional Acceptance Certificates for all schools issued, works completed and accepted in accordance with conditions of the works contract, and Montenegrin legislation.
* Final Acceptance Certificates for all schools issued, DNP period finished, the Contractor released from his duties.
  1. Special requirements

Third party insurance is required in accordance with the Law on spatial planning and construction of structures (Official Gazette of Montenegro, No. 064/17, 044/18, 063/18, 011/19, 082/20)

\* \* \*

**ANNEX I**

**LAWS, NORMS AND STANDARDS**

The Supervision of the Works must be developed in accordance with:

* Law on spatial planning and construction of structures (Official Gazette of Montenegro, No. 064/17, 044/18, 063/18, 011/19, 082/20),
* Rulebook on the Revision of the Main Design ("Official Gazette of Montenegro” No. 018/18),
* Rulebook on the manner of supervision during construction of structures ("Official Gazette of Montenegro " No. 048/18),
* Rulebook on the method of preparation and content of technical documentation for construction of structures ("Official Gazette of Montenegro " No. 044/18),
* Law on health and safety at (“Official Gazette of Montenegro” No. 034/14, 044/18);
* Law on the Protection of Nature (“Official Gazette of Montenegro” No. 054/16, 018/19,),
* Standard ISO/IEC 17025 General requirements for the competence of testing and calibration laboratories (test reports, accreditation, measurement uncertainty of measuring instruments, etc.).
* Standards, regulations, rulebooks and other technical norms which are valid for drafting technical documentation of such kind, for issues which are not sufficiently covered with national norms and standards following international standards can apply: UIC, EN, ISO, DIN, SN 555011-B3, SIA.)
* all other relevant norms standards and legislation, if any,
* other requirements and rules of professionalism of the Supervision and contents of documentation in accordance with the above referred laws.

By submitting their Proposals, Consultants are considered to have become familiar with all relevant laws, acts and regulations of Montenegro that in any manner may affect, or apply to the operations and activities under the Proposal and subsequent Contract.

PART 2

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**Contract for Consultant’s Services**

**Time-Based**

**Project Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***[Loan/Credit/Grant]* No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Assignment Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contract No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**between**

*[****Name of the Client****]*

**and**

*[****Name of the Consultant****]*

**Dated:**

1. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between:

*[name of Client]* (hereinafter called the “Client”)

and,

*[name of Consultant]* (hereinafter called the “Consultant”).

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

* + 1. The subject of this Contract is **“Supervision on adaptation works of nine Vocational Education and Training (VET) schools in Montenegro"** with identification number *(to be inserted)* (‘the services’);
    2. The contractor shall execute the tasks assigned to him in accordance with the Terms of Reference annexed to the Contract (Annex II);
    3. This Contract, established in: euro, is a time-based contract. Based on the maximum fees, incidental expenditure and provision the maximum contract value is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
    4. The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:
    5. The Contract Agreement;
    6. The Special Conditions of Contract;
    7. The General Conditions of Contract(including Attachment “Fraud and Corruption”);
    8. Appendix A: Terms of Reference (including clarifications before the deadline for submitting tenders);
    9. Appendix B: The Organization and Methodology (including clarifications from the Consultant provided during Proposal evaluation);
    10. Appendix C: Key Experts;
    11. Appendix D: Financial proposal submission form and Summary of costs;
    12. specified forms and other relevant documents;
    13. Report of factual findings and terms of reference for an expenditure verification

Appendix E: Form of Advance Payments Guarantee

Appendix F: Covenant of Integrity and Environmental and Social covenant

In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

* + 1. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

* + 1. Done in English in three originals, one original for the Client, one original for the Ministry of Education - PIU and one original for the Consultant.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of *[Name of Client]*

*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant]*

*[Authorized Representative of the Consultant – name and signature]*

1. General Conditions of Contract

A. General Provisions

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| 1. Definitions | Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings**:**  1. **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time. 2. **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). 3. **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank. 4. **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant. 5. **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant. 6. **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract. 7. **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices). 8. **“Contractor”** means the person named as contractor in the contract to be supervised by the Consultant. 9. **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant. 10. **“Day”** means a working day unless indicated otherwise. 11. **“ES”** means environmental and social 12. **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11. 13. **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. 14. **“Foreign Currency”** means any currency other than the currency of the Client’s country. 15. **“GCC”** means these General Conditions of Contract. 16. **“Government”** means the government of the Client’s country. 17. **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. 18. **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal. 19. **“Local Currency”** means the currency of the Client’s country. 20. **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract. 21. **“Party”** means the Client or the Consultant, as the case may be, and “Parties” means both of them. 22. **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. 23. **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A and appendix B hereto. 24. **“Site**” means the land and other places where works are to be executed and/or facilities to be installed, and such other land or places as may be specified in the Contractor’s contract as forming part of the Site. 25. **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract. 26. **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant. |
| 1. Relationship between the Parties | Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| 1. Law Governing Contract | This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| 1. Language | This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1. Headings | The headings shall not limit, alter or affect the meaning of this Contract. |
| 1. Communications | Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**. |
| 1. Location | The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve. |
| 1. Authority of Member in Charge | In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| 1. Authorized Representatives | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC.** |
| 1. Fraud and Corruption | The Bank requires compliance with the EIB’s Anti-Fraud Policy[[33]](#footnote-33) and its prevailing sanctions policies and procedures as set forth in the policy on preventing and deterring prohibited conduce in European Investment Bank activities. |
| a. Commissions and Fees | The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank. |

B. Commencement, Completion, Modification and Termination of Contract

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| 1. Effectiveness of Contract | This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met. |
| 1. Termination of Contract for Failure to Become Effective | If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 1. Commencement of Services | The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**. |
| 1. Expiration of Contract | Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**. |
| 1. Entire Agreement | This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| 1. Modifications or Variations | Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.In cases of substantial modifications or variations, the prior written consent of the Bank is required. |
| 1. Force Majeure |  |
| a. Definition | For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
| b. No Breach of Contract | The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| c. Measures to be Taken | A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either: (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or  (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 56 & 57. |
| 1. Suspension | The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. |
| 1. Termination | This Contract may be terminated by either Party as per provisions set up below: |
| a. By the Client | 19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days’ written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days’ written notice in case of the event referred to in (e); and at least five (5) calendar days’ written notice in case of the event referred to in (f):  (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;  (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;  (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 57.1;  (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;  (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;  (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.  19.1.2 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract. |
| b. By the Consultant | 19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.  (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 57.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.  (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.  (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 57.1.  (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant’s notice specifying such breach. |
| c. Cessation of Rights and Obligations | 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law. |
| d. Cessation of Services | 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28. |
| e. Payment upon Termination | 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:  (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 50;  (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. |

C. Obligations of the Consultant

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| 1. General |  |
| a. Standard of Performance | The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. |
| b. Law Applicable to Services | The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client’s country when (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or  (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs. |
| 1. Conflict of Interest | The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
| a. Consultant Not to Benefit from Commissions, Discounts, etc. | 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 49 through 54) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.  21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank’s Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client. |
| b. Consultant and Affiliates Not to Engage in Certain Activities | 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project. |
| c. Prohibition of Conflicting Activities | 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. |
| d. Strict Duty to Disclose Conflicting Activities | 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract. |
| 1. Confidentiality | Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. |
| 1. Liability of the Consultant | Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under this Contract shall be as determined under the Applicable Law. |
| 1. Insurance to be taken out by the Consultant | The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13. |
| 1. Accounting, Inspection and Auditing | The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant’s and its subcontractors’ and subconsultants’ attention is drawn to Clause GCC 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures). |
| 1. Reporting Obligations | The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix A. |
| 1. Proprietary Rights of the Client in Reports and Records | Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**. |
| 1. Equipment, Vehicles and Materials | Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.Any equipment or materials brought by the Consultant or its Experts into the Client’s country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable. |
| 1. Health and Safety | The Consultant shall:  1. comply with all applicable health and safety regulations and Laws; 2. comply with all applicable health and safety obligations specified in the Contract; 3. provide or cause to be provided health and safety training of Experts as appropriate and maintain training records; 4. put in place workplace processes for Experts to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health; 5. Experts who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Experts shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal; 6. establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment. |
| 1. Code of Conduct | The Consultant shall have a Code of Conduct for the Experts. The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.  These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person’s signature acknowledging receipt of such instructions and/or documentation, as appropriate.  The Consultant shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor’s Personnel, Client’s Personnel and the local community. |
| 1. Forced Labor | The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements. No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation. |
| 1. Child Labor | The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.  The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Client. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.  Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:   1. with exposure to physical, psychological or sexual abuse; 2. underground, underwater, working at heights or in confined spaces; 3. with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; 4. in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or 5. under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. |
| 1. Workers’ Organizations | In countries where the relevant labor laws recognise workers’ rights to form and to join workers’ organizations of their choosing and to bargain collectively without interference, the Consultant shall comply with such laws. In such circumstances, the role of legally established workers’ organizations and legitimate workers’ representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers’ organizations, the Consultant shall enable alternative means for the Experts to express their grievances and protect their rights regarding working conditions and terms of employment. The Consultant shall not seek to influence or control these alternative means. The Consultant shall not discriminate or retaliate against Experts who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers’ organizations are expected to fairly represent the workers in the workforce. |
| 1. Non-Discrimination and Equal Opportunity | The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 33). |
| 1. Experts Grievance Mechanism | The Consultant shall have a grievance mechanism for Experts, and where relevant the workers’ organizations stated in Clause GCC 33, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner. The Experts shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Experts.  The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.  The grievance mechanism may utilize existing grievance mechanisms, provided that they are properly designed and implemented, address concerns promptly, and are readily accessible to such Experts. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements. |
| 1. Training of Experts | The Consultant shall provide appropriate training to relevant Experts on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Clause GCC 29. As required under the Contract, the Consultant shall also allow appropriate opportunities for the relevant Experts to be trained on ES aspects of the Contract by the Client’s Personnel.  The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts. |

D. Consultant’s Experts and Sub-Consultants

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| 1. Description of Key Experts | The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix C.** If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix C** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 49.2.If additional work is required beyond the scope of the Services specified in **Appendix A and Appendix B**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 49.2, the Parties shall sign a Contract amendment. |
| 1. Replacement of Key Experts | Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration. |
| 1. Approval of Additional Key Experts | If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client. The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience. |
| 1. Removal of Experts or Sub-consultants | If the Client finds that any of the Experts or Sub-consultant:  1. persists in any misconduct or lack of care; 2. carries out duties incompetently or negligently; 3. fails to comply with any provision of the Contract; 4. persists in any conduct which is prejudicial to safety, health, or the protection of the environment; 5. based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services; 6. undertakes behaviour which breaches the Code of Conduct for Experts (ES);   the Consultant shall, at the Client’s written request, provide a replacement. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.Subject to the requirements in Clause GCC 40.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (f) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Services are being carried out, any Expert who engages in (a) to (f) above. |
| 1. Replacement/ Removal of Experts – Impact on Payments | Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed. |
| 1. Working Hours, Overtime, Leave, etc. | Working hours and holidays for Experts are set forth in **Appendix C**. To account for travel time to/from the Client’s country, experts carrying out Services inside the Client’s country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client’s country as is specified in **Appendix C**.The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix C**, and the Consultant’s remuneration shall be deemed to cover these items.Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services. |

E. Obligations of the Client

|  |  |
| --- | --- |
| 1. Assistance and Exemptions | Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:  1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. 2. Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract. 3. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. 4. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. 5. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client’s country according to the applicable law in the Client’s country. 6. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services. 7. Provide to the Consultant any such other assistance as may be specified in the **SCC**. |
| 1. Access to Project Site | The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them. |
| 1. Change in the Applicable Law Related to Taxes and Duties | If, after the date of this Contract, there is any change in the applicable law in the Client’s country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 49.2. |
| 1. Services, Facilities and Property of the Client | The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A)** at the times and in the manner specified in said **Appendix A.**In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 49.3. |
| 1. Counterpart Personnel | The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant’s advice, if specified in **Appendix A**.If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 49.3.Professional and support counterpart personnel, excluding Client’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request. |
| 1. Payment Obligation | In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below. |

# F. Payments to the Consultant

|  |  |
| --- | --- |
| 1. Ceiling Amount | An estimate of the cost of the Services is set forth in **Appendix D** (Summary of costs).Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.For any payments in excess of the ceilings specified in GCC 49.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment. |
| 1. Remuneration and Reimbursable Expenses | The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.All payments shall be at the rates set forth in **Appendix D**.Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts’ list in **Appendix C**, (iii) the Consultant’s profit, and (iv) any other items as specified in the **SCC**.Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known. |
| 1. Taxes and Duties | The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant. |
| 1. Currency of Payment | Any payment under this Contract shall be made in the currency(ies) specified in the **SCC.** |
| 1. Mode of Billing and Payment | Billings and payments in respect of the Services shall be made as follows:  1. *Advance payment*. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off. 2. *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 52 and GCC 53 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately. 3. The Client shall pay the Consultant’s invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. 4. *The Final Payment* .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above. 5. All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**. 6. With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder. |
| 1. Interest on Delayed Payments | If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 53.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.** |

G. Fairness and Good Faith

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| --- | --- |
| 1. Good Faith | The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |

H. Settlement of Disputes

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| --- | --- |
| 1. Amicable Settlement | The Parties shall seek to resolve any dispute amicably by mutual consultation.If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 57.1 shall apply. |
| 1. Dispute Resolution | Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**. |

Special Conditions of Contract

|  |  |
| --- | --- |
| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **1.1(a)** | The Contract shall be construed in accordance with the law of Montenegro, as long as aligned with the EIB’s GtP. |
| **4.1** | The language is: English |
| **6.1 and 6.2** | **The addresses are:**  Client: Ministry of Education, Science, and Innovation Vaka Đurovića b.b., Podgorica Montenegro  Attention: (to be inserted)  Facsimile: (to be inserted)  E-mail (to be inserted)  Consultant:  Attention:  Facsimile:  E-mail: (to be inserted) |
| **8.1** | *[Note: If the Consultant consists only of one entity, state “N/A”;*  *OR*  *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]*  The Lead Member on behalf of the JV is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name of the member]* |
| **9.1** | **The Authorized Representatives are:**  **For the Client:** *(to be inserted)*  **For the Consultant:** *[name, title]* |
| **11.1** | **The effectiveness conditions are the following:**  *N/A* |
| **12.1** | Termination of Contract for Failure to Become Effective:  The time period shall be four months. |
| **13.1** | **Commencement of Services:**  The number of days shall be *ten.*  Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. |
| **14.1** | **Expiration of Contract:**  The time period shall be twenty-nine (29) months from the Effective date. |
| **23.1** | Consultant’s liability under this Contract shall be as determined under the Applicable Law of Montenegro. |
| **24.1** | **The insurance coverage against the risks shall be as follows:**  At the latest 10 days before commencement of the services the consultant shall provide the Client with all cover notes and/or insurance certificates showing that the consultant's obligations relating to insurance are fully respected.  The Consultant shall ensure that itself, its staff, its subcontractors and any person for which the Consultant is answerable, are adequately insured with insurance companies recognized on the international insurance market.  **(a) Professional liability insurance, with a minimum coverage of** *EUR 1.000.000*;  (c) Third Party liability insurance, with a minimum coverage defined in accordance with the applicable law in the Client’s country.  (d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and  (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. |
| **27.1** | N/A |
| **27.2** | The Consultant shall not use plans, drawings, specifications, designs, databases, other documents and software developed by the third party,for purposes unrelated to this Contract without the prior written approval of the Client. |
| **43.1**  **(a) through (f)** | The Client shall have no obligation to assist the Consultant, any Sub-consultant, and the Experts in relation to 43.1 (f) |
| **49.2** | Payments under this Contract will be executed in Euro. |
| **50.3** | Price adjustment on the remuneration does not apply. |
| **51.1 and 51.2** | **The Consultant, the Sub-consultants and the Experts shall be exempt in line with instructions related to the** payment of VAT for projects financed from the funds of the European Union and on the basis of an international agreement given after Form FIN:2. |
| **52.1** | The currency of payment shall be the Euro. |
| **53.1(a)** | The following provisions shall apply to the advance payment and the advance bank payment guarantee:  (1) An advance payment of 20% of the contract price in Euro shall be made within thirty (30) calendar days after the Effective Date (upon submission of the related Invoice and an advance payment guarantee). The advance payment will be set off by the Client in equal instalments against the statements of the Services until the advance payment has been fully set off.  (2) The advance bank payment guarantee shall be in the amount and in the currency of the advance payment. |
| **53.1(b)** | **The Consultant shall submit to the Client itemized statements at time intervals of** ***every three (3) months.***  The actual amounts payable after the pre-financing payment will vary. They shall be based on the Consultant’s invoice accompanied by an interim progress report and an expenditure verification report and are subject to approval of the reports in accordance with Article 27 of the General Conditions. |
| **53.1(e)** | **The accounts are:** *(to be inserted)* |
| **54.1** | Once the deadline referred in article 53 of the General Conditions has expired, the Consultant shall, within two months of receiving late payment, receive default interest at the rediscount rate applied by the central bank of the country of the Client on the first day of the month in which the time-limit expired, plus eight percentage points. The interest be payable for the time elapses between the expiry of the payment deadline (exclusive) and the date on which the Client’s account is debited (inclusive). |
| **57.** | Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be addressed in accordance with be following:  (a) Contract with foreign Contractor:  All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.  (b) Contracts with Supplier national of the Purchaser’s country:  In the case of a dispute between the Purchaser and a Contractor who is a national of the Purchaser’s country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s country. |

Appendices

Appendix A – Terms of Reference

*To be inserted the Terms of Reference (TORs) given under Section 7 that will remain unchanged.*

Appendix B – Organisation And Methodology

*(Form TECH 4 to be inserted including clarifications from the Consultant provided during Proposal evaluation)*

Appendix C - Key Experts

*(Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal) Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

*One month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.*

Appendix D – Financial Proposal Submission Form and Summary Of Costs

Monthly rates for the Experts:

*Form FIN-2 -Summary of costs of the Consultant’s Proposal to be inserted.*

Appendix E - Form of Advance Payments Guarantee

*[See Clause GCC 53.1(a) and SCC 53.1(a)]*

*{Guarantor letterhead or SWIFT identifier code}*

**Bank Guarantee for Advance Payment**

**Guarantor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert commercial Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert Name and Address of Client]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_*[insert date]*\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_*[insert number]*\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_*[insert date]*\_\_\_\_\_\_\_\_\_ with the Beneficiary, for the provision of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_\_\_\_\_\_\_ *[insert amount in figures]* ( ) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* ( ) *[amount in words]*[[34]](#footnote-34)1 upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s ~~a~~ written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;

(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on its account number \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of \_*[month]*\_\_\_\_\_\_\_\_\_\_, *[year]*\_\_,[[35]](#footnote-35)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature(s)]*

*{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}*

Appendix F – Covenant of Integrity and Environmental and social covenant

*(To be inserted signed Form TECH-7)*

**PART 3**

Notification of Intention to Award

**[*This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].***

For the attention of Consultant’s authorized representative

Name: *[insert authorized representative’s name]*

Address: *[insert authorized representative’s address]*

Telephone/Fax numbers: *[insert authorized representative’s telephone/fax numbers]*

Email Address: *[insert authorized representative’s email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION**: This Notification is sent by: [*email/fax*] on [*date*] (local time)

**Notification of Intention to Award**

**Client:** *[insert the name of the Client]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFP is issued]*

**Loan No. /Credit No. /Grant No.:** *[insert reference number for loan/credit/grant]*

**RFP No:** *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

1. submit a Procurement-related Complaint in relation to the decision to award the contract.
2. **The successful Consultant**

|  |  |
| --- | --- |
| **Name:** | [*insert name* *of successful Consultant*] |
| **Address:** | [*insert address* *of the successful Consultant*] |
| **Contract price:** | [*insert contract price* *of the successful Consultant*] |

1. **Other Consultants *[INSTRUCTIONS: insert names of all Consultants that submitted a Proposal. State the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion.]***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name Consultant** | **Overall technical scores** | **Financial Proposals price** | **Evaluated Financial Proposals price** | **Combined score and ranking** |
| [*insert name*] | **Criterion (i)** [*insert score*]  **Criterion (ii)**[*insert score*]  Sub-criterion a [*insert score*]  Sub-criterion b [*insert score*]  ……  **Total score[*insert score*]** | *[Proposed price]* | [*insert evaluated price*] | **Combined score:**  **Ranking:** |
| [*insert name*] | **Criterion (i)** [*insert score*]  **Criterion (ii)**[*insert score*]  Sub-criterion a [*insert score*]  Sub-criterion b [*insert score*]  ……  **Total score[*insert score*]** | *[Proposed price]* | [*insert evaluated price*] | **Combined score:**  **Ranking:** |
| [*insert name*] | **Criterion (i)** [*insert score*]  **Criterion (ii)**[*insert score*]  Sub-criterion a [*insert score*]  Sub-criterion b [*insert score*]  ……  **Total score[*insert score*]** | *[Proposed price]* | [*insert evaluated price*] | **Combined score:**  **Ranking:** |

1. **How to make complain**

**DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).**

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

**Attention**: [*insert full name of person, if applicable*]

**Title/position**: [*insert title/position*]

**Agency**: [*insert name of Client*]

**Email address**: [*insert email address*]

**Phone number**: [*insert phone number*]

Upon receipt of this notification you may submit a Procurement-related Complaint challenging the decision to award the contract. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the ITC 38.1 and Data Sheet 38.1.You should read these provisions before preparing and submitting your complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Appeal procedure (as described in Section VI).

1. See the EIB’s Anti-Fraud Policy for definitions (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>). [↑](#footnote-ref-1)
2. EIB Exclusion Policy: <https://www.eib.org/en/publications/exclusion-policy> [↑](#footnote-ref-2)
3. Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU [↑](#footnote-ref-3)
4. Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU [↑](#footnote-ref-4)
5. The Consultant shall provide accurate information on the related Proposal Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Consultant or any member of a joint venture may result in rejection of the Proposal. [↑](#footnote-ref-5)
6. If the financial year 2023 has not been closed, the audited balance sheets or other financial statements for the years 2022, 2021 and 2020 shall be submitted. [↑](#footnote-ref-6)
7. If the financial year 2023 has not been closed, the minimum average annual turnover will be calculated for the years 2022, 2021 and 2020. [↑](#footnote-ref-7)
8. The similarity shall be based on the physical size (at least 3000m2), complexity, methods/technology (building construction/adaptation) and/or other characteristics described in Section VII, ToR. [↑](#footnote-ref-8)
9. Substantial completion shall be based on 60% or more completed services under the contract. [↑](#footnote-ref-9)
10. For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer’s share, by value, and role and responsibilities shall be considered to meet this requirement. [↑](#footnote-ref-10)
11. Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU [↑](#footnote-ref-11)
12. (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>). [↑](#footnote-ref-12)
13. Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU [↑](#footnote-ref-13)
14. To be completed by all key experts. [↑](#footnote-ref-14)
15. EIB’s Anti-Fraud Policy for definitions (http://www.eib.org/infocentre/publications/all/anti-fraud-policy.htm). [↑](#footnote-ref-15)
16. http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang-en/index.htm [↑](#footnote-ref-16)
17. <https://www.eib.org/en/publications/eib-environmental-and-social-standards#:~:text=The%20EIB%20Group%20Environmental%20and,climate%20and%20disaster%20resilient%2C%20low> [↑](#footnote-ref-17)
18. http://www.ilo.org/safework/info/standards-and-instruments/WCMS\_107727/lang--en/index.htm [↑](#footnote-ref-18)
19. For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans). [↑](#footnote-ref-19)
20. For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans). [↑](#footnote-ref-20)
21. In order to calculate VAT please refer to explanation given after the FIN -2 Form [↑](#footnote-ref-21)
22. The amount for the incidental expenditure to be fixed as per the ToR [↑](#footnote-ref-22)
23. The amount for the expenditure verification to be fixed as per the ToR [↑](#footnote-ref-23)
24. **In order to calculate VAT please pay attention that VAT (rate 21%) should be calculated only on amount of National contribution which is 49% of the Proposal price. For detailed information, please refer to Instructions given after the FIN – 2** [↑](#footnote-ref-24)
25. Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU. [↑](#footnote-ref-25)
26. See the EIB’s Anti-Fraud Policy for definitions (http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm). [↑](#footnote-ref-26)
27. In accordance with the EIB’s Investigation Procedures. [↑](#footnote-ref-27)
28. See the EIB’s Anti-Fraud Policy [↑](#footnote-ref-28)
29. For contracts subject to prior review in operations outside the EU [↑](#footnote-ref-29)
30. European Commission, Montenegro Report 2022 [↑](#footnote-ref-30)
31. The similarity shall be based on the physical size (at least 3000 m2), complexity and methods/technology. [↑](#footnote-ref-31)
32. The similarity shall be based on the physical size, complexity and methods/technology. [↑](#footnote-ref-32)
33. Anti-Fraud Policy (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>) [↑](#footnote-ref-33)
34. 1 The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client. [↑](#footnote-ref-34)
35. 2 Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-35)