# Consultant Declaration and Contact Sheet

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

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

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

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

The rules governing the engagement of consultants in Bank operations are set out in Chapters 1, 2, and 5 of the Bank’s Procurement Policies and Rules (“PP&R”). The full text is available via the following link:

<http://www.ebrd.com/news/publications/policies/procurement-policies-and-rules.html>

The Consultant’s attention is drawn in particular to the following provisions:

A Section 5.5 (a) of the PP&R, which reads as follows “no affiliate of the client shall be included on a short list unless it can be demonstrated that there is no potential for a conflict of interest or that the affiliate would not be placed in a position where its judgement in the execution of the assignment may be biased.”

B Consultants considering entering into consortium/joint venture, sub-contracting or other similar arrangements with other firms or individuals should carefully note section 5.5 (b) of the PP&R, which can be summarised as follows:

consultants may not submit more than one expression of interest for an assignment,

nor may they appear as a joint venture[[1]](#footnote-1) or consortium member on more than one expression of interest for a particular assignment.

In either of these cases, **all expressions of interest containing the same consultant shall be excluded from further evaluation**. Consultants **may**, however, be listed as sub-contractors on more than one expression of interest, in which case all expressions of interest may be further evaluated.

C The Prohibited Practices provisions contained in section 2.9 of the PP&R which details the coercive, collusive, corrupt and fraudulent practices.

**Consultant Declaration**

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

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

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

\* add rows if necessary or delete if not applicable

We, as authorised signatory of the Consultant, hereby declare and/or confirm that the Consultant:

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

2 understands that it is the Consultant’s responsibility to ensure that any entities with which it associates for the purpose of preparing its expression of interest for this Assignment are aware of the rules and implications concerning participation in more than one expression of interest, as set out in section 5.5 (b) of PP&R (see above).

3 understands the Prohibited Practices provisions set out in Section 2.9 of the PP&R and has not and shall not be involved in any Prohibited Practices relating to the Assignment

4 has verified the availability of all experts named in its Expression of Interest and that all experts listed have given their permission to be included.

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

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

7 understands that it is under an obligation to check the references of all experts which are given access to the Bank’s IT systems or unescorted access to the Bank’s Headquarters or resident offices pursuant to the provision of the services to which this Expression of Interest relates. If relevant, the Bank will further detail this obligation prior to contracting.

8 if shortlisted, shall treat as confidential any information provided to it by the Bank.

9 understands that it is the Bank’s standard practice to publish the name and nationality of all consultants which are shortlisted for its assignments and would not object to its name being published, if shortlisted.

10 understands that should circumstances pertaining to this Consultant Declaration change or new information emerge prior to the award of the Assignment then the Consultant is under an obligation to bring such information to the Bank’s attention forthwith.

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

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

Signed on behalf of the Consultant

Signature

………………… ……………….

Name: Date

Position:

Name & Address of Lead Entity:

**Contact Sheet**

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

***Important Notes:***

***Any change in the addresses, phone numbers, fax numbers and in particular e-mail addresses, must be notified in writing to the Bank and the Executing Agency. Where the Procurement Notice states that the Bank’s eSelection procurement system is being used the applicant must ensure that the primary contact e-mail address used in eSelection is correct and is constantly monitored. Alternate contact ( including selection team member) although they may access the system, will not receive notifications. Consultants are advised to change the primary e-mail address on eSelection in the event that the primary contact will not be monitored constantly for any significant period of time. If the information in this Contact Sheet differs from that in eSelection then Consultants must be aware that it is solely the contact information in eSelection which the system will use for all communications. EBRD shall take no responsibility for Consultants which fail to monitor the e-mail accounts of their primary eSelection contact.***

***The Bank and the Executing Agency will not be held responsible in the event that they can not contact the applicant using any of the above details. It is the sole responsibility of the applicant to ensure that it monitors its telephone and fax numbers and its postal and e-mail addresses.***

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

1. joint venture (“JV”) or consortium means an association with or without a legal personality distinct from that of its members, of more than one consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV/Consortium, and where the members of the JV/Consortium are jointly and severally liable to the Client for the performance of the Contract. The Bank will, however, only correspond with the lead firm. [↑](#footnote-ref-1)
2. “equivalent decision” may include, *inter alia*, arbitration sentences and non-judicial decisions, such as decisions rendered by empowered professional bodies, such as a regulated profession's disciplinary authorities and administrative decisions by regulators [↑](#footnote-ref-2)