# Section 3 – Technical Proposal – Standard Forms

# FORM TECH-1TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [NEFCO - courier address]

Dear Sirs,

[We/I], the undersigned, offer to provide the consulting services for [***insert assignment title***] in accordance with your Request for Proposals dated [*insert date*] and [our/my] Proposal. [We/I] are hereby submitting [our/my] Proposal, which includes this Technical Proposal, and a Financial Proposal sent in a separate secured mail.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation or misrepresentation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal as defined in the Letter of Invitation, [we/I] undertake to negotiate on the basis of the proposed consultant. [Our/My] Proposal is binding upon us during this period, and subject to the modifications resulting from Contract negotiations.

[We/I] are [interested/not interested] to be included in the BGFA Roster of Experts.

[We/I] undertake, if [our/my] Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause 4.2 of the Instructions to Consultants.

[We/I] understand that you are not bound to accept any proposal you receive.

[We/I] hereby accept the General Conditions of Contract for Consultant’s Services attached as Annex 1 to your RfP.

Yours sincerely,

Authorized Signature [*In full and the original copy initialized*]:

Name and Title of Signatory:

Name of Consultant:

Address:

# FORM TECH-2CONSULTANT’S EXPERIENCE

Please provide a brief introduction on the consultant’s experience and information on each assignment, relevant for this assignment, for which consultant was legally contracted either individually as a corporate entity or as one of the major companies within a consortium, for carrying out consulting services similar to the ones requested under this assignment (max 0.5 page per project) including information on contract value, contracting entity/client, project location/country, duration (months and years), expert months provided (if different from duration), main activities and objectives.

# FORM TECH-3CURRICULUM VITAE (CV) FOR PROPOSED CONSULTANT

CV may be provided in any format you prefer, but shall as a minimum clarify the following issues for proposed professional staff:

1. Proposed Position [o*nly one candidate shall be nominated for each position*]:

2. Name of Consultant:

3. Date of Birth:

4. Nationality:

5. Education:

6. Membership of Professional Associations:

7. Other Training:

8. Countries of Work Experience:

9. Languages [*for each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

10. Employment Record Relevant to the Assignment:

11. Adequacy for the Assignment: Detailed Tasks Assigned [*list all tasks to be performed under this assignment*] and Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks:

**Consultant’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 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 NEFCO, and/or sanctions by NEFCO.

 {day/month/year}

Name of Consultant Signature Date

 {day/month/year}

Name of authorized Signature Date

Representative of the Consultant

(the same who signs the Proposal)

FORM TECH-4
COVENANT OF INTEGRITY

**to the Purchaser/Client/Employer/NEFCO**

**from a Tenderer/Contractor/Supplier/Service Provider/Consultant**

**to be attached to its tender**

**(or to the contract in the case of a negotiated procedure)**

“We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors (“the **Parties**”), 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 Practices (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [*specify the contract or tender invitation*] (the “**Contract**”) and covenant to so inform you if any instance of any such Prohibited Practices 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 tender, for the duration of the Contract, appoint and maintain in office an officer, to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

If any of the Parties, where these exist and as applicable, (i) have been convicted in any court of any offence involving Prohibited Practices in connection with any tendering process or provision of works, goods or services during the five (5) years immediately preceding the date of this Covenant, or (ii) have been dismissed or resigned from any employment on the grounds of being implicated in any Prohibited Practices, or (iii) have been excluded from participation in a tendering procedure by Nordic Environment Finance Corporation (NEFCO) or by any national or EU Institutions or any international financial institution or other sanctions authority, which NEFCO deems relevant, or (iv) is under any investigation in relation to Prohibited Practice, we shall give details of any event in (i)-(iv) above together with details of the measures that we have taken, or shall take, to ensure that no Party will commit any Prohibited Practices in connection with the Contract [*give details if necessary*].

In the event that we are awarded the Contract, we grant the Purchaser/Client/Employer/NEFCO and auditors appointed by either of them, as well as any authority or body having competence under relevant legislation, the right of inspection of our records and those of all our sub-contractors under the Contract. We accept to preserve these records generally in accordance with applicable law but in any case for at least six (6) years from the date of performance of the Contract.”

For the purpose of this Covenant, “Prohibited Practices” includes:

* **Abuse** meaning theft, misappropriation, waste or improper use of property or assets related to the Contract, either committed intentionally or through reckless disregard.
* **Coercion** meaning impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party for the purpose of improperly influencing the actions of a party.

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| --- |
| * **Collusion** meaning an arrangement between two or more parties designed to achieve an improper purpose, including for the purpose of improperly influencing the actions of another party.
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| * **Corruption** meaning the promise, offering, giving, receiving, or soliciting, directly or indirectly, anything of value or any undue advantage, or any act or omission that involves the abuse of authority or functions, for the purpose of influencing or causing to influence improperly the actions of another party, or for the purpose of obtaining an undue advantage for oneself or for another party.
 |
| * **Fraud** meaning any act or omission, including misrepresentation or concealing a material fact, that knowingly or recklessly misleads, or attempts to mislead, a party for the purpose of obtaining a financial or other benefit or undue advantage for oneself or for a third party, or to avoid an obligation.
 |
| * **Obstruction** meaning
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|  |
| deliberately destroying, falsifying, altering or concealing evidence material to an investigation;  |
|  |
| making false statements to investigators in order to materially impede an investigation; |
|  |
|  failing to comply with requests to provide information, documents or records in connection with an investigation; |
|  |
|  threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a NEFCO investigation or from pursuing an investigation; or |
|  |
| materially impeding NEFCO’s contractual rights of audit or access to information; and |
| * **Money laundering** meaning
 |
|  |
| 1. the conversion or transfer of property, knowing that such property is derived from criminal activity, to conceal and disguise the illicit origin of the property, or assisting any person who is involved in the commission of such activity to evade the legal consequences of this action;
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|  |
| 1. the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing such property is derived from criminal activity;
 |
|  |
| 1. the acquisition, possession or use of property knowing, at the time of receipt, that such property was derived from criminal activity; or
 |
|  |
| 1. participation or assistance in any of the activities above; and
 |
| * **Financing of terrorism** meaning the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out terrorist activities (the "terrorist activities" shall have the same meaning as set out in Article 2 of the International Convention for the Suppression of the Financing of Terrorism).
 |

Date:

Signature:

[Name and position]

for and on behalf of

[Name of the Consultant]

*Note: When so required by NEFCO this Covenant must be sent to NEFCO together with a copy of the contract documents. In other cases, it must be kept by the Beneficiary and available upon request from NEFCO.*

# Section 4 – Financial Proposal – Standard Form

# FORM FIN-1FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: NEFCO

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [***insert assignment title***] in accordance with your Request for Proposals dated [*insert date*] and [our/I] Technical Proposal. [Our/My] attached Financial Proposal is for the **Daily Fee of [*insert currency and amount(s) in words and figure*]**. This amount is exclusive of the applicable VAT].

[Our/My] Financial Proposal shall be binding upon us subject to the modifications resulting from the contract negotiations, up to expiration of the validity period of the Proposal as defined in the Letter of Invitation. [We/I] understand that any final rates and prices resulting from the contract negotiations will remain fixed until the end of the assignment.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and execution of contract, 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,

Authorized Signature [*in full and the original copy initialized*]:

Name and Title of Signatory:

Name of Consultant:

Address:

# FORM FIN-2SUMMARY OF COSTS

|  |  |
| --- | --- |
| **Type of cost** | **Costs** |
| **EUR** | **[currency]** |
|  Person-day Remuneration Rate |  |  |
| **Subtotals** |  |  |
| **Total in EUR** |  |

The relevant grand total must coincide with the Total Costs of the Financial Proposal given in Form FIN-1.