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*Request for Proposal*

**Consultancy for the Development of a Feasibility Study for Sustainable Port Waste Management in Georgia**

*2021-06-28*

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# Section 1 – Letter of Invitation

From:

Maritime Transport Agency of Georgia

With support from, and in cooperation with, Swedfund International AB

To:

International Consultants

Dear Sir or Madam,

The Maritime Transport Agency of Georgia (“MTA”) has been provided grant funding from Swedfund, the Development Finance Institution of Sweden, and hereby invites you to submit a proposal to provide consulting services for a study regarding the development of sustainable port waste management in Georgia in accordance with this request for proposal (the “RFP”).

Swedfund International AB (“Swedfund”) has confirmed its interest to provide financing for

the consulting services to be provided pursuant to this RFP. Payments will be made by

Swedfund as further set out in the agreement between the MTA and the selected

Consultant.

# Section 2 – Instructions to the Consultants

## General Provisions

### Definitions

1. “Assignment” means the assignment as described in the TOR.
2. “Contract” means the contract to be entered into between the selected Consultant and the MTA regarding the Services.
3. “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to MTA under the Contract.
4. “Expert” shall have its meaning set out in the Technical Proposal.
5. “Financial Proposal” shall have its meaning set out in Clause 10 below.
6. “Services” means the work to be performed by the Consultant (directly or indirectly) pursuant to the Contract.
7. “Technical Proposal” shall have its meaning set out in clause 9 below.
8. “TOR” means the Terms of Reference referred to in Section 4 that sets out the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the MTA and the Consultant, and expected results and deliverables of the assignment.

### Introduction

* 1. The Consultant shall provide a Technical proposal for the execution of the Assignment as described in the Terms of Reference in Section 4.
  2. The shortlisted Consultants will be invited to submit a Financial Proposal (the “Proposal”) for the Services required for the Assignment. The Technical proposal and the Financial proposal (together the “Proposal”) will be the basis for negotiating and ultimately signing a Contract with the selected Consultant.
  3. Swedfund has engaged an advisor for the project. The advisor supports Swedfund and MTA in the preparatory stages for the project and in monitoring the execution of the study.

### Sustainable Development and Anti-Corruption

3.1 A prerequisite for Swedfund’s undertaking to finance the Contract is the Consultant’s compliance with Swedfund’s policies for sustainable development and anti-corruption (Section 3).

3.2 In further pursuance of this policy, the Consultant shall permit and shall cause its sub-Consultants and sub-contractors to permit Swedfund and/or its professional advisors to inspect and audit the accounts, records and other documents relating to the submission of the Proposal and execution of the Contract.

3.3 The Consultant shall submit with the Technical proposal a signed version of the form in section 6, annex III.

### Appeal Procedure

* 1. The Consultant’s selection and awarding process can be appealed at info@mta.gov.ge no later than two (2) business days from the completion of the selection process. Appealing party will be notified on the decision no later than five (5) business days from the date of submission of written appeal.

## Preparation of Proposals

### Cost of Preparation of Proposal

5.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal. MTA and Swedfund are not bound to accept any Proposal, and reserves the right to annul the selection process and/or invite other Consultant firms at any time prior to Contract award, without thereby incurring any liability to the Consultants.

### Language

6.1 The Proposal shall be written in English.

### Proposal Validity

* 1. The Proposal shall be valid up to 3 months after submittal.
  2. During this period, the Consultant shall maintain its original Proposal without any change, including but not limited to the availability of the Experts, the proposed rates and the total price.

### Clarification and Amendment of RFP

* 1. The Consultant may before 12 July 2021 request a clarification of any part of the RFP. Any request for clarification must be sent by e-mail to MTA ([info@mta.gov.ge](mailto:info@mta.gov.ge)) with copy to [karin.eberle@telia.com](mailto:karin.eberle@telia.com); [n.miminoshvili@mta.gov.ge](mailto:n.miminoshvili@mta.gov.ge) and Swedfund ([pa@swedfund.se)](mailto:pa@swedfund.se))
  2. The response will be sent by e-mail.

### Technical Proposal

9.1 The Technical Proposal shall not include any financial information. It should follow the format indicated in Section 6 of the RFP.

9.2 The Technical Proposal is to be brief and is to be submitted in English. It is anticipated to encompass not more than thirty (30) pages, excluding CV’s. Each CV should not be more than five (5) pages and should only be submitted for Key Experts.

### Financial Proposal

10.1 The Financial Proposal shall be prepared using the template provided in Section 6 of the RFP. It shall list all costs associated with the Assignment, including (a) remuneration for Experts, (b) Consultant-related expenses, and (c) other expenses including but not limited to non-competitive items such as provisional sums and contingency.

10.2 The Payments to the Consultant will be based on invoices showing time input and expenses and approved by MTA and Swedfund. The Consultancy contract will define fees for each proposed expert. Consultant-related reimbursable will be defined with fixed prices for international air travel and for Per Diem. All prices will be set in Swedish currency (SEK). Financial proposal form is provided in Section 6.

### Currency of Proposal

11.1 The Consultant shall express the price for its Services in Swedish Krona (SEK). Payments will be made in this currency.

## Submission, Opening and Evaluation

### Submission, Sealing and Marking of Proposals

* 1. The Consultant shall submit a signed and complete Proposal at www.tenders.ge.
  2. The Technical Proposal shall be submitted on 26 July 2021 at 12 pm CET at the latest.
  3. An authorised representative of the Consultant shall sign the original submission letters for both the Technical Proposal and the Financial Proposal. The authorisation shall be in the form of a written power of attorney attached to the Proposal.
  4. The Technical Proposal shall be submitted at [www.tenders.ge](http://www.tenders.ge).
  5. Only the Selected Consultants will be invited by e-mail to submit Financial Proposal no later than 7 business days after the Technical Proposal submission deadline. The Financial Proposal shall be submitted at [www.tenders.ge](http://www.tenders.ge) within two (2) business days from receiving an invite to submit a Financial Proposal.
  6. Proposals not received before the deadline will not be considered.

### Evaluation

* 1. The Proposals will be evaluated on the basis of their compliance with the Terms of Reference (see Section 4) and the RFP.
  2. From the time Proposals are received until the time the Contract is awarded, the Consultants shall not contact Swedfund or MTA on any matters related to its Technical and/or Financial Proposals. Any effort by Consultants to influence Swedfund or MTA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the unconditional disqualification of the Consultant’s proposal, which cannot be appealed.
  3. The technical evaluation will apply the following criteria:
  4. Consultant’s relevant professional experience (20%)
  5. Qualifications of Key Experts (40 %)
  6. Quality of the methodology proposed for the Assignment (40%)
  7. The maximum technical score (St) is 100 and the minimum technical score (St) required to pass is 70.
  8. 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

* 1. Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights:

Technical evaluation = 90%

Financial evaluation = 10%

Score = St x 0,90 + Sf x 0,1

### Available Budget

* 1. The available budget for this Fixed-Budget Assignment is SEK 2 400 000, including contingencies (utilisation of contingencies only after prior approval in writing by the Client). Proposals exceeding the total available budget will be rejected.

### Award of the Contract

* 1. The successful finalist that submitted the best-ranked Proposal will be invited to sign an agreement set out in the Section 5 of this RFP.
  2. If the Selected Consultant fails to sign the agreement the next-ranked Consultant will be invited to negotiate a Contract.

# Section 3 – Swedfund Policy

### Framework agreements and principles

Swedfund is a signatory to a number of international framework agreements and principles for responsible investment and sustainable business practises. Swedfund strive to act in accordance with international guidelines regarding inter alia environmental and social considerations, working conditions, human rights, children’s right, women’s right, anti-corruption, corporate governance and business ethics.

Swedfund require MTA as well as the selected Consultant to adhere to the requirements in Swedfund’s policy for sustainable development and anti-corruption policy, whereby it shall:

1. conduct its business in a sustainable and responsible manner with a long-term perspective and strive to adhere to international standards and internationally recognised human rights as well as internationally acknowledged standards for business integrity and corporate governance;
2. comply with legal and regulatory requirements in the jurisdictions where it operates;
3. comply with the [Harmonized EDFI Exclusion List](http://www.swedfund.se/media/1122/harmonized_edfi_exclusion_list_2012.pdf);
4. adhere to applicable IFC Performance Standards;
5. adhere to [Swedfund’s anti-corruption policy](https://www.swedfund.se/media/2373/swedfund-anti-corruptionpolicy-june-2020.pdf); and
6. procure that its sub-Consultants or subcontractors adhere to the above-mentioned standards and requirements.

Breaches of these standards and requirements could lead to a termination of Swedfund’s commitment to finance the Services.

### Exclusion Criteria

A Consultant is not eligible if the Consultant or a person having powers of representation, decision-making or control over them or a member of their administrative, management or supervisory body have been the subject of a final judgment or of a final administrative decision for one of the following reasons:

* 1. bankruptcy, insolvency or winding-up procedures;
  2. breach of obligations relating to the payment of taxes or social security contributions;
  3. grave professional misconduct, including mis-representation;
  4. fraud;
  5. corruption;
  6. conduct related to a criminal organisation;
  7. money laundering or terrorist financing;
  8. terrorist offences or offences linked to terrorist activities;
  9. child labour and other trafficking in human beings;
  10. irregularity;
  11. creating a shell company; or
  12. being a shell company.

Furthermore, a Consultant may not be eligible for procurement by Swedfund if it, or a person having powers of representation, decision-making or control over them or a member of their administrative, management or supervisory body, is listed on any of the following:

1. any list of sanctioned entities, individuals or countries maintained by the European Union or the government of any member state, the government of the United Kingdom, the United Nations, or the government of the United States of America; and
2. World Bank Listing of Ineligible Firms and Individuals.

# Section 4 – Terms of Reference

Provided separately at www.tenders.ge.

# Section 5 – Description of the Contract

Provided separately at www.tenders.ge.

# Section 6 – Annexes

**Annex I**

**Consultant’s Organization and Experience**

**A - Consultant’s Organisation**

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

**B - Consultant’s Experience**

*List only previous similar assignments successfully completed for the period required in the Terms of Reference.*

*List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual Personnel 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 Personnel themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.*

| **Duration** | **Assignment name/& brief description of main deliverables/outputs** | **Name of Client & Country of Assignment** | **Approx. Contract value (in US$ or EURO)/ Amount paid to your firm** | **Role on the Assignment** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| [*e.g., Jan.2009– Apr.2010*] | [*e.g., “Improvement quality of...............”: designed master plan for rationalization of ........;* ] | [*e.g., Ministry of ......, country*] | [*e.g., US$1 mill/US$0.5 mill*] | [*e.g., Lead partner in a JVCA A&B&C*] |
|  |  |  |  |  |
| [*e.g., Jan-May 2008*] | [*e.g., “Support to sub-national government.....” : drafted secondary level regulations on.............*.] | [*e.g., municipality of........., country*] | [*e.g., US$0.2 mil/US$0.2 mil*] | [*e.g., sole Consultant*] |
|  |  |  |  |  |

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

*Please provide a brief description of the technical approach, methodology and work plan for performing the Assignment.*

*Suggested structure of your Technical Proposal:*

***Technical Approach and Comments on the TOR.*** *Please briefly explain the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please describe your proposed modifications or improvement to the TOR (such as deleting some activity you consider unnecessary, adding another, or proposing a different phasing of the activities). Please do not repeat/copy the TORs in here.*

***Work Plan and Deliverables.*** *Please outline the plan for the implementation of the main activities/tasks of the Assignment, their content and duration, phasing and interrelations, milestones, a list of the final documents (including reports) to be delivered as final output(s) should be included here and their tentative delivery dates.*

***Team Composition and Personnel******Inputs.*** *Please describe the structure and composition of your team and their proposed inputs as per the work plan.*

*This is an example of an integrated Time and Manning Schedule.*



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

*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.*

*”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.*

*For Key Experts, the input should be indicated individually for the same positions as required under the Technical Evaluation Criteria.*

**Curriculum Vitae (CV)**

|  |  |
| --- | --- |
| **Position Title and No.** | [e.g., K-1, TEAM LEADER] |
| **Name:** | [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 2005-present*] | [*e.g., Ministry of ……, advisor/Consultant to…*  *For references: Tel…………/e-mail……; Contact Name, Title/Position*] |  |  |
|  |  |  |  |
|  |  |  |  |

**Language skills:** (Mark 1 to 5 for competence, 5 being the highest)

|  |  |  |  |
| --- | --- | --- | --- |
| *Language* | *Reading* | *Speaking* | *Writing* |
|  |  |  |  |
|  |  |  |  |

**Membership of professional bodies:**

**Other relevant skills (e.g. computer literacy, etc.):**

**Publications:**

**Certification:**

I, the undersigned, certify that to the best of my knowledge, these data correctly describe my qualifications, my experience and me. 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 the MTA.

Name of Personnel Signature Date

Name of authorised representative of the firm Signature Date

**Annex II**

**Financial Proposal Form**

**SUBJECT:** [insert Assignment title]

Herewith is our Financial Proposal in the sum of [*amount and currency in words and figures*] of which [*amount*] is fees and [*amount*] is reimbursable costs.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Deliverable** | **Part of lump sum payment (%)** | **Lump sum payment (SEK)** | | **Planned Delivery Date** | |
| 1. Advance payment upon contract signing | 10% |  | |  | |
| 1. Inception Report | 10% |  | |  | |
| 1. Interim Report | 25% |  | |  | |
| 1. Draft Feasibility Study and Workshop incl. documentation | 30% |  | |  | |
| 1. Final Feasibility Study | 25% |  | |  | |
|  | | | |  | |  | |

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[*authorised signature(s)*]

[*Name and Title of Signatory*]

[*Name of Supplier (if different from signatory)*]

[*Address: street address, post code, city, country*]

**Contract Management Schedule**

**1. Key Experts**

*Include the names and roles of all Personnel who are critical to providing the Consultancy Services – MTA consent is needed to replace this personnel.*

**2. Sub-contractors**

*Include the names of all individuals and entities providing the Consultancy Services on behalf of the Consultant. MTA consent is needed for any sub-contractor as we need to ensure that the Consultant is able to procure compliance by them with the relevant terms of this Contract. If there are none, write “No approved sub-contractors*

**BREAKDOWN OF COSTS**

**1. Fees**

**a. Experts (Key and Non-Key)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name of Expert** | **Role** | **In the Field** (time in days or weeks) | **In Home Office** (time in days or weeks) | **Total**  (time input) | **Rate** | **Total** (SEK) |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Total Fees:** |  |  |  |  |  |  |

**2. Reimbursable Expenses**

**a. Per Diem Allowance:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Expert** | **Days in Field** | **Rate** (SEK/day) | **Total** (SEK) |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**b. Air Travel:** (full economy class or equivalent)

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Expert** | **Number of flights** | **Air fare** (SEK) | **Total** (SEK) |
|  |  |  |  |
|  |  |  |  |

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of travel / Destination** | **Number of Trips** | **Cost** (SEK) | **Total** (SEK) |
|  |  |  |  |
|  |  |  |  |

**d. Miscellaneous**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Number** | **Cost** (SEK) | **Total** (SEK) |
| Visas |  |  |  |
| Interpretation / translation |  |  |  |
| Reports |  |  |  |
| Communications |  |  |  |
| Accommodation (non-per diem) |  |  |  |
| Other Miscellaneous Expenses (specify in additional rows) |  |  |  |

**e. Contingencies**

|  |  |
| --- | --- |
| **Contingencies:** (to be used only with MTA’s prior written approval) |  |

|  |  |
| --- | --- |
| **TOTAL MAXIMUM CONTRACT AMOUNT** | ***[incl. currency]*** |

**Annex III**

**Submission and Qualification Form**

In response to the Request for Proposal for [insert Assignment title] (the “Assignment”), we, [insert name of lead or sole entity], are hereby submitting a Proposal for the Assignment.

The following declaration is made on behalf of the following persons and/or entities, entities, and any of their subsidiaries and affiliates, and all of their directors, employees, agents or joint venture, consortium, or association (“JVCA”) partners, as well as any subcontractors, suppliers, sub-suppliers, concessionaires, Consultants or sub-Consultants, where these exist, acting on their behalf with due authority or with our knowledge or consent, or facilitated by them, (the “Supplier”) for this Assignment:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Name(s) of legal entity or entities making this application** | **Nationality (country where the entity is registered)** | **Subcontractor or Consortium member/ JCVA Partner** |
| **Lead** |  |  | N/A |
| **Subcontractor or JCVA member\*** |  |  |  |
| **Subcontractor or JCVA member\*** |  |  |  |

*\* add rows if necessary or delete if not applicable, delete subcontractor or JCVA member rows if not applicable.*

**Integrity Statements**

|  |  |
| --- | --- |
|  | Yes / No |
| The Supplier confirms that they have not engaged, or will not engage, in any Activity listed under section 3 “Exclusion Criteria’s’’ in connection with the selection process or in the execution or supply of any works, goods or services for the Assignment. |  |
| The Supplier confirms subsidiaries and affiliates, and all of their directors, employees, agents or JVCA partners, where these exist, have not been convicted in any court or sanctioned by any authority of any offence of any offence involving an Activity listed under section 3 “Exclusion Criteria’s’’ in connection with any procurement process or provision of works, goods or services during the ten years immediately preceding the date of this statement. |  |
| The Supplier confirms that none of their directors, employees, agents or a representative of a JVCA partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Activity listed under section 3 “Exclusion Criteria’s’. ’ |  |
| The Supplier confirms that they, their subsidiaries and affiliates and their directors, employees, agents or JVCA partners, where these exist, have not been excluded from participation in a tendering process or from contract award, or otherwise have not been subject to any other enforcement action or sanction by the any institution, including any Multilateral Development Bank or International Financial Institution on the grounds of engaging in Activity listed under section 3 “Exclusion Criteria’s’’ |  |
| The Supplier confirms that they, their directors, subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council. |  |
| The Supplier covenants to inform MTA if any instance of a Prohibited Practice shall come to the attention of any person in their organisation having responsibility for ensuring compliance with the requirements of the selection, process. |  |
| The Supplier and their proposed personnel have no affiliation to any person or entity likely, on the basis of the information currently available, to benefit from the performance of the Assignment. |  |
| The Supplier confirms that they have not been the subject of a final judgement or of a final administrative decision establishing that the Supplier has created an entity under a different jurisdiction with the intention to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business; and/or they have not created an entity with the intention described in this paragraph above as established by a final judgment or a final administrative decision. |  |

If the response to one or more of the above questions is “no”, provide full disclosure of any convictions, dismissal, resignations, exclusions or other relevant) in the box below.

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

**Professional Capacity Statements**

|  |  |
| --- | --- |
| The Supplier has verified that neither they nor any of their personnel, have been prosecuted for an offence concerning its professional conduct by a judgment or equivalent decision which has the force of final judgement. |  |

**Financial and Economic Capacity Statements**

|  |  |
| --- | --- |
| The Supplier 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. |  |

**(Conflicting) Relationships Statement**

|  |  |
| --- | --- |
| The Supplier confirms that, if they are awarded the contract for this assignment, no conflict of interest will arise by reason of another assignment for the provision of goods, works, services, or consultancy services provided to a party other than MTA |  |
| The Supplier confirms that they do not a close business or family relationship with a staff member of MTA, or who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract. |  |

If the response to one or more of the above questions is “no”, provide full disclosure of the relationship or activity, along with suggested mitigation measures.

|  |  |
| --- | --- |
| **Description of Activity or Relationship** | **Conflict Mitigation Measures (if any)** |
|  |  |
|  |  |

**Supplier Composition Statements**

|  |  |
| --- | --- |
| The Supplier confirms that they will ensure that any entities with which it associates for the purpose of preparing its RFP for this Assignment are aware of the rules and implications concerning participation in more than one expression of interest |  |
| The Supplier has verified the availability of any personnel named in their Proposal, that the presented data correctly describe the personnel, their qualifications and their experience, and that all personnel listed have given their permission to be included. |  |
| The Supplier confirms its understanding that it is under an obligation to check the references of all personnel which are given access to MTA pursuant to the performance of the Assignment. |  |
| The Supplier will hold their Proposal valid for a period of 30 days from the deadline specified for the submission of proposals in Electronic Procurement System. |  |
| The Supplier accepts the Standard Contract, including all schedules and annexes, which will form the basis of the contract and confirm that they will not request significant deviations. |  |
| The Supplier accepts that MTA is not bound to accept any proposal MTA receives. |  |

The Supplier understands that should circumstances pertaining to this Qualification Questionnaire change or new information emerge prior to the award of the Assignment then the Consultant is under an obligation to bring such information to MTA’s attention forthwith.

To the best of the Supplier’s knowledge, the statements made and the information provided in the Proposal are complete, true and correct, and they undertake to provide verification for any information which the MTA may request.

The Supplier authorises MTA to conduct any inquiries to verify the statements, documents and information submitted in connection with this Proposal, and authorises any individual or institution, to provide such information deemed necessary and requested by themselves, to verify statements and information provided in this Proposal. The Supplier furthermore permits persons appointed by them, the right to inspect and copy all accounts, books, records, and other documents relating to the Proposal and the execution of the contract for this Assignment.

The Supplier understands that any misstatement or misrepresentation described herein may lead to their disqualification

Signed on behalf of the Supplier

Signature

……………………………………………………………………………………. ……………….

Name: Date

Position:

Name & Address of Lead Entity:

1. For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the procurement process for the Contract. [↑](#footnote-ref-2)