

**REQUEST FOR EXPRESSIONS OF INTEREST**  
**CONSULTING SERVICES**

**Institution:** The University of the West Indies, Mona

**Country:** Regional

**Project:** Investment Plan for the Caribbean Regional Track of the Pilot Program for Climate Resilience

**Sector:** Environment and Natural Disasters - Climate Change Adaptation Policy

**Abstract:** Caribbean Regional Climate Resilience Conference Coordinator

**Loan/Credit/Grant No.:** ATN/SX-14696-RG

**Contract/Bid No.:** CF34/C5.00-1

**Deadline:** 15<sup>th</sup> August 2019

The University of the West Indies, Mona has received financing from the Inter-American Development Bank (IDB), toward the cost of the Investment Plan for the Caribbean Regional Track of the Pilot Program for Climate Resilience, and intends to apply part of the proceeds for consulting services.

The consulting services (“the Services”) include: organizing a Caribbean Region Climate Resilience Conference to strengthen visibility, synergies and opportunities in the implementation of the Regional PPCR program across the Caribbean.

The conference is expected to consolidate the broad experiences in building climate resiliency across the Region into clear and user-friendly formats (knowledge products) to allow for a broader adoption of best practices.

The firm should appoint a lead coordinator who holds a Bachelor’s Degree in Business Administration, Project Management, Tourism, Hospitality Management or other relevant Social Science disciplines and who has at least three (3) years’ experience as lead events coordinator. The firm should have a minimum of five (5) years of experience in conference administration and/or event planning and coordination. The firm should have experience in coordinating and facilitating single events involving beneficiaries from multiple countries and agencies, including but not limited to international donor agencies. The firm and its assigned staff should be eligible as per the IDB Eligibility Criteria and have legal permission to work in Jamaica. The firm should have a minimum of five (5) years’ experience in managing volunteer teams and event budgets and excellent organization and project management skills. The coordinator and all support staff assigned must be fluent in English. Knowledge of French/French creole would be an asset.

The University of the West Indies, through its Mona Office for Research and Innovation (MORI), now invites eligible consulting firms (“Consultants”) to indicate their interest in providing the Services. Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services.

Short lists shall comprise six firms with a wide geographic spread, with no more than two firms from any one country.

Consultants will be selected in accordance with the procedures set out in the Inter-American Development Bank: [Policies for the Selection and Contracting of Consultants financed by the Inter-American Development Bank](#) GN-2350-9 and is open to all eligible bidders as defined in the policies.

Consultants may associate with other firms in the form of a joint venture or a sub-consultancy to enhance their qualifications. For the purpose of establishing the short list, the nationality of a firm is that of the country in which it is legally incorporated or constituted and in the case of Joint Venture, the nationality of the firm appointed to represent it.

A Consultant will be selected in accordance with the Selection Based on Consultants' Qualifications (CQS) method set out in the Consultant Policies.

Expressions of interest **must be** submitted online via [www.gojep.gov.jm](http://www.gojep.gov.jm) using the Competition ID 1446/9 by **15 August 2019** at **2 p.m.** Jamaican time.

Further information can be obtained at the address below during office hours 9 a.m. to 4 p.m.

Attn: Erica Haughton - Procurement Officer  
MORI-PPCR Project Management Office  
Electronics Building, Department of Physics  
The University of the West Indies  
Tel: 1-876-977- 6713  
E-mail: [erica.haughton02@uwimona.edu.jm](mailto:erica.haughton02@uwimona.edu.jm)

## TERMS OF REFERENCE

**Project Name:** Investment Plan for the Caribbean Regional Track of the Pilot Program for Climate Resilience

**Project Number:** ATN/SX-14969-RG

**Name of Assignment:** CF34/C5.00-1 Caribbean Regional Climate Resilience Conference Coordinator

### I. Background

- 1.1 The Inter-American Development Bank (IDB) has provided grant funding in the amount of US\$10.39 million to the Caribbean region to implement the Investment Plan for the Caribbean Regional Track of the Pilot Program for Climate Resilience (PPCR) over a five-year period. The program is to be executed by the University of the West Indies (UWI), through its Mona Office for Research and Innovation (MORI), and is co-implemented by regional organizations working on climate change in the region.
- 1.2 The general objective of the operation is to improve regional processes of climate relevant data acquisition, storage, analysis, access, transfer and dissemination and to pilot and scale up innovative climate resilient initiatives. In pursuing this objective, the program will utilize a regional approach, that seeks to develop data and information products and services that can be utilized at both the regional and national levels. The program is structured in four components:

**Component 1. Improving geospatial data and management for adaptation planning, sea level rise and storm surge impact analysis.** The focus of the component is to improve the accessibility of high quality and current/updated bathymetric and near shore topographic data to support climate change analysis related to sea-level rise, storm surge, flooding, and ongoing adaptation planning at the regional and national levels.

**Component 2. Consolidating and Expanding the Regional Climate Network and Global Platform Linkages.** The focus of the component is to strengthen regional and national structures and mechanisms for the delivery of climate products and services at the national level through enhancements to the regional climate data monitoring networks and complementary linkages with global climate information centers/platforms.

**Component 3: Downscaling and Expanded Climate Projection Models and High Resolution Maps.** The focus of this component is to improve and enhance the availability of the downscaled future climate projections in the Caribbean in support of

adaptation planning, decision making, and sector level modeling/projection efforts (such as marine, agriculture, health and water).

**Component 4: Applied Adaptation Initiatives.** This Component will finance various sectoral interventions led by different regional organizations in Health, Marine, Agriculture and Water sectors.

1.3 Since the inception of the Regional PPCR Track in July 2015 there have been notable achievements that have region-wide and even global application and benefits. Promoting awareness and sustainability of these climate products and tools is an important objective of the Regional PPCR Track. Therefore, funding has been earmarked to facilitate an open forum between all beneficiaries (PPCR and non-PPCR Countries in the Caribbean), as well as, related regional organizations to strengthen the existing synergies currently as well as provide the opportunity for networking and additional linkages being formed.

The Conference should be held in October 2019 and will be open to the public. However, invitations will be sent to relevant Government Agency Representatives both within Jamaica and throughout the PPCR Countries, and IDB Representatives, technical experts, environmental NGOs working in the region, private partners in the region, and relevant academics throughout the Region. Special invitations will be extended to the PPCR partners, focal points.

## **2 Consultancy objective and key outcome**

- 2.1 The general objective of this consultancy is to organize a Caribbean Region Climate Resilience Conference to strengthen visibility, synergies and opportunities in the implementation of the Regional PPCR program across the Caribbean.
- 2.2 A key outcome of the conference is the consolidation of broad experiences in building climate resiliency across the Region into clear and user-friendly formats (knowledge products) to allow for a broader adoption of best practices.

## **3 Main activities**

- Develop the Conference marketing plan.
- Develop activities which will showcase the work of the Regional PPCR and promote buy-in of its participatory efforts in building regional climate resilience. Also, the conference will explore the application of climate data and tools by technical experts in government, academia, private sector and civil society groups.

- Highlight challenges and identify opportunities for improved regional cooperation across key economic sectors affected by climate change (health, marine, agriculture and water).
- Set-up (prepare TOR) and coordinate (organize meetings and record minutes) a Conference Planning Committee, which will include a sub-set of PPCR Caribbean Track Donors, Implementing Partners, PPCR Countries, and relevant members of the Project Execution Team (Program Manager, Procurement Specialist, M&E Consultant, Visibility and PR Consultant, Accountant, Office Admin. Officer).
- Collaborate with the Conference Planning Committee in an efficient and timely manner in the execution of the following key tasks:
  - Develop a suitable overall conference style-business/educational/convention, theme and name
  - Lead the smooth, timely and professional organization and preparation of the conference events<sup>1</sup>;
  - Finalize conference format in terms of length, number of sessions etc.;
  - Organize and schedule the conference program (time slots, placement of participants, presenters, session chairs, committee meetings to be held, sessions, coffee breaks, etc.);

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  - Lead in facility identification, contract discussion and elaboration of required services;
  - Identify resource requirements informed by indicated conference dates, location and theme;
  - Coordinate travel arrangements and accommodation for international participants in conjunction with the PMU;
  - Assist in the identification of appropriate speakers, session presenters, session chairs and exhibitors;
  - Review submitted papers/presentations/summaries to ensure it meets the criteria established for the smooth running of the sessions;
  - Organize and finalize the conference booklet that provides overview of presentations and schedule for all activities, etc.

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  - Contact and liaise with participants during and after conference, as needed;
  - Formally engage potential attendees, participants and official guests with admin support;
  - Prepare and/or distribute appropriate documentation and materials to all conference participants as required, in advance of and during conference;

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<sup>1</sup> conference content and agenda, invitation of participants, selection and invitation of speakers, renting of conference facilities, catering services, organization and logistics, registration of participants, travel and accommodation arrangements, conference material, workshops material, promotional material and any other activity deemed necessary for the undertaking of the event.

- Conduct negotiations and manage relationships with event vendors including but not limited to Entertainment, Audio/Visual, Decor, Photographer and Videographer and any other sub-contractor;
- Work as rapporteurs during conference;
- Ensure appropriate follow-up correspondence after the events including thank you letters to partners, speakers, session chairs, presenters and exhibitors;
- Identify and assist in acquiring appropriate tokens for guests speakers and presenters.
- Collaborate with the PPCR's M&E Consultant regarding the evaluation of the conference
- Conduct end of session and end of conference surveys, including the analysis of the survey results.
- Establish and maintain the documentation of the process in keeping with project requirements;
- Ensure all accounts are settled within two months after the end of the conference;
- Work with the PPCR's Visibility and PR Consultant to generate online platform pre-conference registration (where necessary) and create archive for abstracts/session presentations after conference.

Work with the PPCR's Visibility and PR Consultant to organize pre-event and post event publicity for the regional conference and produce communication material for post conference dissemination.

#### **4 Reports/Deliverables/Outputs**

- Terms of Reference for Conference Committee
- Notes/ Minutes of Meetings of the Conference Committee
- Conference agenda/schedule
- Detailed conference costing/budget/statement of account
- Conference Invitation Letters
- Conference Call for Presentation Summaries
- Conference booklet
- Videos of presentations et al
- Final report detailing an overview of all the deliverables, any comments, suggestions, recommendations judged useful by the Contractor. The Final report will enclose a report on the conference, event outcomes as well as the presentations given by the speakers.
- Archive of presentations and relevant conference resources via platform accessible by public
- Post Conference Correspondence – Thank You Letters etc. to participants

#### **5 Payment Schedule**

Deliverable based payment:

- Work Plan (Conference Committee TOR, Conference agenda, detailed conference budget) – 50%
- Post conference survey analysis- 30%
- Final Report – 20%

## 6 Qualifications of Firm

- The firm should appoint a lead coordinator who holds a Bachelor’s Degree in Business Administration, Project Management, Tourism, Hospitality Management or other relevant Social Science disciplines and who has at least three (3) years’ experience as lead events coordinator
- The firm should have a minimum of five (5) years of experience in conference administration and/or event planning and coordination.
- The firm should have experience in coordinating and facilitating single events involving beneficiaries from multiple countries and agencies, including but not limited to international donor agencies.
- The firm and its assigned staff should be eligible as per the IDB Eligibility Criteria<sup>i,ii</sup> and have legal permission to work in Jamaica.
- The firm should have a minimum of five (5) years’ experience in managing volunteer teams and event budgets.
- Excellent organization and project management skills.
- Language: The consultant must be fluent in English. Knowledge of French/French creole would be an asset.

## 7 Evaluation Criteria

Description	Points Assigned
Lead Coordinator	40
Firm’s Experience	40
Quality of Reference Projects	20
TOTAL	100

## 8 Characteristics of the Consultancy

- Consultancy category and modality: Local/International Firm, Lump Sum.
- Contract duration: 90 days
- Place(s) of work: Kingston, Jamaica (TBC)

9 **Payment and Conditions:** to be agreed during contract negotiations

## 10 Applicant Information

All qualifying firms must submit the following information:

- **Name and Overview:** Name and company description
- **Services:** Description of services offered, and a detailed work plan. A budget will be requested after the submission of the Applicant Information and SHOULD NOT be sent along with the Application Information.
- **Customer and Event References:** List of at least two similar events in the scope and industry.
- **Draft Event Descriptions** of the proposed events that specifies theme, entertainment, logistics and timeline. The descriptions should define the overall concept of the event.
- **Performance Portfolio** from an event that the applicant has planned to concisely demonstrate experience in every facet of events (design, planning, timelines, logistic needs, budget and evaluation).
- **Company Resume/Profile**
- **CV of Lead Coordinator to be assigned**
- **Potential Conflict of Interest**
- **High level overview of registration process – pre-event and on-site**

## Curriculum Vitae (CV) Template

*Note: text in blue italics is provided as a guide only and should be removed in the final document being submitted.*

<b>Name of Consultancy:</b>	
<b>Name of Consultant:</b>	<i>[Insert full name]</i>
<b>Date of Birth:</b>	<i>[day/month/year]</i>
<b>Country of Citizenship/Residence:</b>	
<b>Contact information:</b>	<i>[e-mail....., phone.....]</i>

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

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**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.]*

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
<i>[e.g., May 2005-present]</i>	<i>[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy minister]</i>		

**Membership in Professional Associations and Publications:**

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

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**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 the Client, and/or sanctions by the Bank.

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Name of Consultant

Signature

Date

(i) This CV correctly describes my qualifications and experience

(ii) I am employed by the Executing or the Implementing Agency

(iii) I was part of the team who wrote the terms of reference for this consulting services assignment

(iv) I am not currently debarred by a multilateral development bank (If yes, identify who)

**Yes**

**No**


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<sup>i</sup> Eligibility

The Consultants and its Subcontractors shall have the nationality of a Bank's member country.

List of Member Countries:

Argentina, Austria, Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Colombia, Costa Rica, Chile, Croatia, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, Netherlands, Nicaragua, Norway, Panama, Paraguay, People's Republic of China, Peru, Portugal, Republic of Korea, Slovenia, Spain, Suriname, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, Uruguay and Venezuela.

Eligible Territories

- a) Guadeloupe, French Guiana, Martinique, Reunion – as Departments of France
- b) U.S. Virgin Islands, Puerto Rico, Guam – as Territories of the USA
- c) Aruba – as a constituent country of the Kingdom of the Netherlands; and Bonaire, Curacao, Saint Marten, Saba, St Eustatius – as Departments of the Kingdom of the Netherlands
- d) Hong Kong – as a Special Administrative Region of the People's Republic of China

In addition to the countries noted above, the following countries are also eligible under this program only: Dominica, Grenada, Saint Lucia and St. Vincent & the Grenadines.

A Consultant or Subcontractor meets the eligibility criteria in the following cases:

- (a) An individual is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:
  - (i) is a citizen of a member country; or
  - (ii) Has established his/her domicile in a member country as a "bona fide" resident and is legally entitled to work in the country of domicile.
- (b) A firm is considered to have the nationality of a member country if it meets the two following requirements:
  - (i) is legally constituted or incorporated under the laws of a member country of the Bank; and
  - (ii) More than fifty percent (50%) of the firm's capital is owned by individuals or firms from member countries of the Bank.

All members of a JV and all subcontractors must meet the nationality criteria set forth above.

In the case that the Consulting Services Contract includes the supplying of goods and related services, all such goods and related services shall have as their origin any member country of the Bank. Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differ substantially in its basic characteristics, function or purposed of utility from its parts or components. For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser. For purpose of origin, goods labeled "made in the European Union" shall be eligible without the need to identify the corresponding specific country of the European Union. The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

<sup>ii</sup> Prohibited Practices

1.1. The Bank requires that all borrowers (including grant beneficiaries), executing agencies and contracting agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and agents

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irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts of: (a) corrupt practices, (b) fraudulent practices, (c) coercive practices, (d) collusive practices and (e) obstructive practices. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has also adopted sanctions procedures to adjudicate cases. The Bank has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.

(a) The Bank defines, for the purposes of this provision, the terms set forth below:

(i) A "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and

(v) An "obstructive practice" is:

a.a. Deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

b.b. acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.1 (e) below.

(b) If, in accordance with the Sanctions Procedures of the Bank, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries) executing agencies or contracting agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Prohibited Practice the Bank may:

(i) not finance any proposal to award a contract for works, goods, and related services as well as consulting services financed by the Bank;

(ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in a Prohibited Practice;

(iii) declare misprocurement and cancel, and/or accelerate repayment of, the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;

(iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure of its behavior;

(v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to

(i) be awarded or participate in activities financed by the Bank; and (ii) be nominated sub-consultant, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;

(vi) refer the matter to appropriate law enforcement authorities; and/or

(vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above.

(c) The provisions of sub-paragraphs 1.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.

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(d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be public.

(e) In addition, any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other IFIs regarding the mutual enforcement of debarment decisions. For purposes of this paragraph the term "sanction" shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI's applicable framework for addressing allegations of Prohibited Practices.

(f) The Bank requires all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires to permit the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigations. The Bank also requires all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires to: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank's request, or otherwise obstruct the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.

(g) If the Borrower procures goods, works, non-consulting services or consulting services directly from a specialized agency, all provisions under section 5 regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied), or any other entities that signed contracts with such specialized agency to supply such goods, works, non-consulting services or consulting services in connection with the Bank-financed activities. The Bank retains the right to require the Borrower to invoke remedies such as suspension or termination. Specialized agencies shall consult the Bank's list of firms and individuals suspended or debarred. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

1.2. The Consultants, by submitting a bid and signing the contract represent and warrant:

- (i) that they have read and understood the Bank's Prohibited Practices and agrees to abide by the applicable rules;
- (ii) that they have not engaged in any violation of Prohibited Practices described herein;
- (iii) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or performance of the contract;
- (iv) that neither they nor their agents, personnel, sub-contractors, sub-consultants or any of their directors, officers or principal shareholders have been declared ineligible by the Bank or by another International Financial Institution (IFI) and subject to agreements that the Bank may have for the mutual enforcement of sanctions to be awarded Bank-financed contracts or have been convicted of a crime involving Prohibited Practices;
- (v) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible by the bank or by another International Financial Institution (IFI) and subject to agreements that the Bank may have for the mutual

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enforcement of sanctions, to be awarded a Bank-financed contract or has been convicted of a crime involving Prohibited Practices;

(vi) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed;

(vii) that they acknowledge that the breach of any of these warranties constitutes a basis for the imposition of any or a combination of the measures described in Clause 1.1(b).