

FORM OF LETTER OF SUBMISSION

Vientiane Capital,

To: *Ms. Khampaseuth Kitignavong, Deputy Director General of DPPE, GPE II Project Director, Planning Department, Ministry of Education and Sports; Tel/Fax: 856 21 243672; e-mail: ecu.moes.laopdr@gmail.com*

Dear Sirs:

I offer to provide the consulting services for **Local Lao-English Translator** in accordance with your request for application dated *[Insert Date]* and my application.

I declare that:

- (a) All the information and statements made in this application are true and I accept that any misinterpretation or misrepresentation contained in this application may lead to my disqualification by the Client and/or may be sanctioned by the Bank and or Government.
- (b) I have no conflict of interest in accordance with RFA Clause 2 in the request for application.
- (c) I meet the eligibility requirements as stated in RFA Clause 5, and I confirm my understanding of my obligation to abide by the Bank’s policy in regard to corrupt and fraudulent practices as per RFA Clause 4.
- (h) I offer to perform the services as described in the Terms of Reference attached to the draft contract for a fee of ----- per day/week/month plus reimbursables. I understand that the fee will be subject to negotiations and reimbursables if any will be agreed during negotiations

I understand that the Client is not bound to accept any application that the Client receives.

Yours sincerely,

Name

Address:

Contact information (phone and e-mail):; e-mail:

Attachments:

- Expression of Interest / Cover Letter
- Updated Professional Curriculum Vitae (CV)
- Reference Letters *[specify as applicable]*
- Copies of diplomas *[specify as applicable]*

Appendix 1- Request for Application (RFA) for Individual Consultants

1.Introduction

1.1 The Government of (Name) Ministry of (Name), (Name) Project intends to select an individual consultant to provide services described in Annex

1.2 The client invites application from qualified individuals to provide the services. A firm may propose an individual in which case the contract will be with the firm. In such case the firm will nominate a specific individual who will be bound to perform the obligations under the contract.

1.3 Interested individuals should submit their applications by-----
--. The application should include (i) Letter of submission in the form attached in Annex (ii) Detailed Curriculum Vitae (or Resume) indicating their academic qualification, professional qualification, General experience and experience in similar assignment and work environment (iii) expected fees for the assignment. Applicants may be required to attend structured interviews

2.Conflict of Interest

2.1The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

2.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

2.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the

Consultant for the same or for another Client.

c. Conflicting relationships

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) 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, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

3.Unfair Competitive Advantage

3.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question.

4.Corrupt and Fraudulent Practices

4.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1 to the contract.

4.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

5.Eligibility

5.1 The Bank permits consultants from all countries to offer consulting services for Bank-financed projects

5.2 As an exception to the foregoing Clauses 5.1 above:

a. Sanctions

5.2.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 4.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine.

b. Restrictions for public employees

5.2.2 Government officials and civil servants of the Borrower's country are not eligible to be hired as individual consultants unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working

for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

**6.Evaluation
process
and
Selection
Criteria**

6.1 Quality of the individual is critical in the selection process. No financial information will be used in the selection process. Expected fees are required as basis of negotiation when selected. The client will negotiate a contract with the highest ranked qualified individual. The following scoring system will be used to evaluate the qualification and experience of an individual:

- (a) Academic qualification Up to 20 points
- (b) Professional qualification..... Up to 10 points
- (c) General Experience of the individual..... Up to 20 points
- (d) Specific experience related to the assignment..... Up to 30 points
- (e) Experience in similar work environment..... Up to 10 points
- (f) Structured Interview (Optional)..... Up to 10 points

Total **100 points**