**STANDARD BIDDING DOCUMENTS**

**Request for Proposals**

**Consultancy Services**

**Caribbean Development Bank**

**November 2019**

#  Foreword

1. This Standard Request for Proposals (“SRFP”) has been prepared by the Caribbean Development Bank (“Bank”) and is based on the Master Procurement Document for Selection of Consultants (“Master Document”). The Master Document was prepared by participating Multilateral Development Banks (“MDBs”) and reflects what are considered “best practices”.
2. This SRFP follows the structure and the provisions of the Master Document, except where specific considerations within the respective institutions have required a change.
3. This SRFP can be used with different selection methods described in the Procurement Procedures for Projects Financed by CDB dated November 2019 i.e., Quality- and Cost-Based Selection (“QCBS”), Quality-Based Selection (“QBS”), Selection under a Fixed Budget (“FBS”), and Least-Cost Selection (“LCS”). When mandating the use of this SRFP on the implementing agency, however, primary consideration should be given to the complexity and value of the assignment.
4. The use of this SRFP is not required for selections conducted under Alternative Procurement Arrangements (APAs), commercial practices, single source selection (SSS) and in the case of entering into an agreement with a United Nations agency and other International and Regional organisations in a format approved by the Bank. For Selection Based on Consultant’s Qualifications (“CQS”) or assignments under any selection method costing less than USD150, 000, equivalent relevant elements of this SRFP may be used and further simplified for the purpose of the particular assignment. This SRFP is for use by Recipients of CDB Financing (“Recipients”) only and shall not be used for selection of consultants under contracts signed between consultants and the Bank.
5. Before preparing a Request for Proposals (RFP) for a specific assignment, the user must be familiar with the Procurement Policy for Projects Financed by CDB and the Procurement Procedures for Projects Financed by CDB and must have chosen an appropriate selection method and the appropriate contract form. The SRFP shall include the appropriate form of contract in Section 8. Unless otherwise agreed with CDB, for higher value and more complex assignments, the form of contract utilised shall either be the large form of contract for time-based assignments or the large form of contract for lump-sum assignments. Alternatively, for lower value and less complex assignments, the simplified form of contract, which can be amended for use with either time-based or lump-sum assignments, should be used. The decisions on whether to use the large or simplified forms of contract is dependent on the complexity, risk and value of the contract and shall be determined on a case-by-case basis. The aforementioned forms of contract can be found on the procurement section of CDB’s website.
6. This SRFP provides for two formats for the Technical Proposal: Full Technical Proposal (FTP) and Simplified Technical Proposal (STP). The STP is encouraged when (a) the assignment is unlikely to have any downstream impacts or (b) the assignment is of a routine, straightforward or simple nature or (c) the Terms of Reference defines in detail the tasks the consultant has to compete and the estimate for the assignment is of a relatively low value.
7. The text shown in Italics is “Notes to the Client”. It provides guidance to the entity in preparing a specific RFP. “Notes to the Client” should be deleted from the final RFP issued to the shortlisted Consultants.

If the user has questions regarding the use of this RFP, the appropriate Bank official should be consulted.

To obtain further information on procurement under CDB-financed projects, contact:

Procurement Policy Unit

Caribbean Development Bank

P.O. Box 408

Wildey, St. Michael

Barbados

Email: procurement@caribank.org

Website: [www.caribank.org](http://www.caribank.org)

**SUMMARY DESCRIPTION**

**STANDARD REQUEST FOR PROPOSALS**

**PART I – SELECTION PROCEDURES AND REQUIREMENTS**

**Section 1: Letter of Invitation**

This Section is a template of a letter from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The Letter of Invitation (LOI) includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable policies and procedures of the financing institution that govern the selection and award process.

**Section 2: Instructions to Consultants and Data Sheet**

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

**Section 3: Technical Proposal – Standard Forms**

This Section includes the forms for FTP and STP that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

**Section 4: Financial Proposal – Standard Forms**

This Section includes the financial forms that are to be completed and submitted by the shortlisted consultants in accordance with the requirements of Section 2, including the consultant’s costing of its technical proposal.

**Section 5: Eligible Countries**

This Section contains information regarding eligible countries.

**Section 6: Bank’s Policy – Prohibited Practices and Other Integrity Related Matters**

This Section provides shortlisted consultants with the reference to the Bank’s policy in regard to prohibited practices and other integrity related matters applicable to the selection process. This Section is also incorporated in the standard form of contract (Section 8) as Attachment 1.

**Section 7: Terms of Reference**

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment and relevant background information, provides details on the required qualifications of the key experts, and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

**PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Section 8: Standard Forms of Contract**

This Section includes the above-mentioned form of Time-Based Contract or Lump-Sum Contract. General Conditions of Contract (“GCC”) shall not be modified, while Special Conditions of Contract (“SCC”) supplement the General Conditions.

Each standard form of contract incorporates “Bank’s Policy – Prohibited Practices and Other Integrity Related Matters” (Section 6 of Part I) in a form of Attachment 1.

**SELECTION OF CONSULTANTS**

**REQUEST FOR PROPOSALS**

**RFP No.: *[Note to Client: insert reference number as per procurement plan]***

**Consulting Services for: *[Note to Client: insert assignment title]***

**Client: *[Note to Client: insert implementing/executing agency]***

**Country: *[Note to Client: insert name of country]***

**Project: *[Note to Client: insert project name]***

**Issued on: *[Note to Client: insert date when sent to shortlisted firms]***

**Preface**

 This Request for Proposals (“RFP”) has been prepared by ***[Note to Client: insert name of the implementing or executing agency*]** and is based on the prevailing Standard Request for Proposals (“SRFP”) issued by the Caribbean Development Bank(“Bank”).

 The SRFP reflects the structure and the provisions of the Master Procurement Document for Selection of Consultants (or “Master Document”) prepared by participating Multilateral Development Banks (MDBs), except where specific considerations within the respective institutions have required a change.

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**Section 4. Financial Proposal – Standard Forms**

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**Section 5. Eligible Countries**

**Section 6. Bank’s Policy — Prohibited Practices and Other Integrity Related Matters**

**Section 7. Terms of Reference**

**PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Section 8. Standard Forms of Contract**

***[Note to Client: Select Option 1, 2 or 3 below and delete others. In case of Option 3, select either Time-Based or Lump Sum Form of Contract]***

1. Time-Based Form of Contract (large and/or complex assignments)
2. Lump Sum Form of Contract (large and/or complex assignments)
3. Simplified Form of Contract (*Time-Based Form of Contract / Lump Sum Form of Contract*).

# PART I – SELECTION PROCEDURES AND REQUIREMENTS

# Section 1*.* Letter of Invitation

***[Note to Client: Insert RFP No…..; Loan/Credit/Grant No. …..]***

***[Note to Client: insert location and date]***

***[Note to Client: insert name and address of Consultant. In case of a Joint Venture (JV), a full name of the JV and the names of each member as in the submitted Expression of Interest shall be used]***

Dear Mr./Ms.:

1. The **[*Note to Client:* *insert name of Recipient*]** (hereinafter called “Recipient”) [*Note to Client:* *select* has received *or* has applied for] financing (hereinafter called “Financing”) from the Caribbean Development Bank (“Bank”) toward the cost of ***[Note to Client: insert name of Project]***. The ***[Note to Client: insert name of Implementing/Executing Agency]***, an ***[Note to Client: insert implementing/executing]*** agency ***[Note to Client: if applicable, insert***for the***[Name of the Recipient]***, intends to apply a portion of the proceeds of this Financing to eligible payments under the contract for which this Request for Proposals (RFP) is issued. Payments by the Bank will be made only at the request of the ***[Note to Client: insert name of Recipient or Implementing/Executing Agency]*** and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the FinancingAgreement. The Financing Agreement prohibits a withdrawal from the Financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Recipient shall derive any rights from the Financing Agreement or have any claims to the proceeds of the Financing.
2. The ***[Note to Client: insert name of Implementing/Executing Agency]*** (hereinafter called “Client”) now invites proposals to provide the following consulting services (hereinafter called “Services”): ***[Note to Client: insert name of consulting services assignment]***. More details on the Services are provided in the Terms of Reference (Section 7).
3. This RFP has been addressed to the following shortlisted Consultants:

***[Note to Client: insert the list of shortlisted Consultants. In case of a JV, the full name of the JV as in the Expression of Interest shall be used. In addition, list all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named.]***

1. It is not permissible to transfer this invitation to any other firm.
2. A firm will be selected under ***[Note to Client: insert the Selection Method]*** proceduresand in a ***[Note to Client: insert proposal format***: ***Full Technical Proposal (FTP) or Simplified Technical Proposal (STP)]*** format as described in this RFP, in accordance with the Procurement Policy for Projects Financed by CDB and the Procurement Procedures for Projects Financed by CDB (dated November 2019) (hereinafter called “Procurement Framework”) which can be found at the following website: [www.caribank.org/work-with-us/procurement](https://www.caribank.org/work-with-us/procurement).
3. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal ([*Note to Client:**select* FTP *or* STP]) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Eligible Countries

Section 6 - Bank’s Policy – Prohibited Practices and Other Integrity Related Matters

Section 7 - Terms of Reference

Section 8 - Standard Form of Contract ***[Note to Client: select*** Time-Based ***or*** Lump Sum***]***

1. Please inform us by ***[Note to Client: insert date]***, in writing at ***[Note to Client: insert address]***, by facsimile ***[Note to Client: insert facsimile number]***, or by E-mail ***[Note to Client: insert Email address]***:

###### that you have received the Letter of Invitation; and

###### whether you intend to submit a proposal alone or may attempt to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

If we receive no confirmation of your intention to submit a proposal by the specified date, you may be removed from the list of short-listed firms, to include another Consultant in the short-list.

1. Details on the proposal’s submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

***[Note to Client: Insert signature, name, and title of Client’s authorised representative]***

**Section 2. Instructions to Consultants and Data Sheet**

***[“Note to Client”: this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. “Notes to the Client” should be deleted from the final RFP issued to the shortlisted Consultants].***

# General Provisions

|  |  |
| --- | --- |
| 1. **Definitions**
 | 1. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
2. “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
3. “Applicable Procurement Framework” means the policies and procurements of the Caribbean Development Bank governing the selection and Contract award process as specified in the **Data Sheet**.
4. “Bank” means the Caribbean Development Bank (CDB) and the terms “CDB” and “the Bank*”* are used interchangeably
5. “Client” means the implementing agency/executing agency that signs the Contract for the Services with the selected Consultant.
6. “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
7. “Contract” means a legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
8. “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
9. “Day” means a calendar day.
10. “Experts” means, collectively, Key Experts, Non-key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
11. “Government” means the government of the Client’s country.
12. “Joint Venture (JV)” 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, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
13. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) is taken into account in the technical evaluation of the Consultant’s proposal.
14. “ITC” (Section 2 of the RFP) means the Instructions to Consultants which provide~~s~~ the shortlisted Consultants with the information needed to prepare their Proposals.
15. “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
16. “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
17. “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
18. “Proposers” means Consultants submitting a Proposal.
19. “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
20. “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
21. “Services” means the work to be performed by the Consultant pursuant to the Contract.
22. “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
23. “TORs” (Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
 |
| 1. **Introduction**
 | * 1. The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.
	2. The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
	3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.
	4. The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.
 |
| 1. **Conflict of Interest**
 | * 1. The 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.
 |
|  | * 1. 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 suspensions/sanctions by the Bank.
 |
|  | * + 1. Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:
 |
| **a. Conflicting Activities** | Conflict between consulting activities and procurement of goods, works or non-consulting services: an entity that has been engaged by the Recipient to provide Goods, Works, or Non-Consulting Services for a Project (or an Affiliate that directly or indirectly controls, is controlled by, or is under common control with that entity), shall be disqualified from providing Consulting Services resulting from, or directly related to, those Goods, Works, or Non-Consulting Services. This provision does not apply to the various entities (Consultants, Contractors, or Suppliers), which together are performing the Contractor’s obligations under a turnkey or design and build contract; |
| **b. Conflicting Assignments** | Conflict among consulting assignments: neither a Consultant (including personnel and sub-consultants), nor an Affiliate (that directly or indirectly controls, is controlled by, or is under common control with that Consultant), shall be hired for any assignment that, by its nature, creates a conflict of interest with another assignment of the Consultant; |
| **c. Conflicting Relationships** | Relationship with the Client’s staff: Consultants (including their experts and other personnel, and sub-Consultants), that have a close business or family relationship with professional staff of the Recipient, or of the Project implementing agency, or of a beneficiary of a part of CDB’s Financing, or any other party representing or acting on behalf of the Recipient, that is directly or indirectly involved in any part of (i) preparation of the Procurement Documents or TOR, and/or the evaluation or approval of such contract; or (ii) execution or supervision of such contract. |
| **d. Any other types of Conflicting Relationships** |  As indicated in the **Data Sheet**. |
| 1. **Unfair Competitive Advantage**
 | * 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. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP, all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
 |
| 1. **Prohibited Practices and Other Integrity Related Matters**
 | 1. The Bank requires compliance with its policy in regards to prohibited practices and other integrity related Matters as set forth in Section 6.
2. In further pursuance of this policy, the 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.
 |
| 1. **Eligibility**
 | 1. The Bank permits consultants (including Joint Ventures and their individual members) from the eligible countries, as stated in Section 5,to offer consulting services for this assignment.
2. It is the Consultant’s responsibility to ensure that its Joint Venture members, sub-consultants, or sub-contractors, meet the eligibility requirements in the applicable Procurement Framework detailed in 1 c) of the **Data Sheet**.
3. Further, to the foregoing Clauses 6.1 and 6.2 above:
 |
| **a. Suspensions and Sanctions** | * + 1. A firm or an individual suspended or sanctioned by the Bank for engaging in Prohibited Practices 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 The debarred firms and individuals are specified in the **Data Sheet**.
 |
| **b. Prohibitions** | * + 1. Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in the **Data Sheet** because:
	1. as a matter of law or official regulation, the Recipient’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

 * 1. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations (UN), the country of the Recipient prohibits any import of Goods from that country, or payments to, a particular country, person, or entity in that country.
 |
| **c. Restrictions for Government-owned Enterprises** | * + 1. State-owned or controlled enterprises (SOEs) or institutions from eligible countries[[1]](#footnote-1) may participate only if they can establish that they:
	1. are legally and financially autonomous. “Legally autonomous” means a legal entity separate from the eligible country’s government. "Financially autonomous" means not receiving budget support from any public entity, and not being obliged to pass financial surplus to the same, except through dividends to shareholders; and
	2. are vested with legal rights and liabilities similar to any commercial enterprise, including, being incorporated or established by statutory charter under local law; having the right:
1. to enter into legally binding contracts;
2. to sue;
3. to be sued; and
4. to borrow money, being liable for the repayment of debts and being able to be declared bankrupt.As an exception to the above, when Goods and Services are provided by universities, research institutes or similar institutions, which are SOEs, and are of a unique or exceptional nature because of the absence of suitable private sector alternatives, or as a consequence of the regulatory framework, or because their participation is critical to Project implementation, CDB may agree to the contracting of these entities on a case-by-case basis, as stated in the **Data Sheet**.
 |
| **d. Restrictions for Public Employees** | * + 1. On a case-by-case basis, CDB may agree to the hiring of government officials and civil servants of the Recipient’s country under Consulting contracts, as members of the team of experts proposed by a Consulting Firm provided that:
1. the services of the government officials and civil servants of the Recipient’s country are of a unique and exceptional nature, or their participation is critical to Project implementation;
2. their hiring does not conflict with any laws, regulations or policies of the Recipient; and
3. their hiring would not, in CDB’s view, create a conflict of interest in accordance with the Procurement Framework detailed in **Data Sheet** 1 (c).
 |
| 1. **Preparation of Proposals**
 |
| 1. **General Considerations**
 | * 1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
 |
| 1. **Cost of Preparation**

**of Proposal** | * 1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
 |
| 1. **Language**
 | * 1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
 |
| 1. **Documents Comprising**

**the Proposal** | * 1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
 |
|  | * 1. If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client’s country laws against Prohibited Practices as listed in the **Data Sheet**.
 |
|  | * 1. The Consultant shall furnish information on commissions, gratuities or fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4). Failure to disclose such commissions and gratuities may result in the rejection of the Consultant’s Proposal or termination of the Contract.
 |
| 1. **Only One**

 **Proposal**  | * 1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or Key Experts and Non-Key Experts from participating in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
 |
| 1. **Proposal**

 **Validity** | * 1. The **Data Sheet** indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.
 |
|  | * 1. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
 |
|  | * 1. If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to suspension or sanctions in accordance with Clause 5 of this ITC.
 |
| **a. Extension of Validity Period** | * 1. The Client will make its best effort to complete the negotiations within the Proposal’s validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity
 |
|  | * 1. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
	2. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
 |
| **b. Substitution of Key Experts at Validity Extension**  | * 1. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain based on the evaluation of the CV of the original Key Expert.
 |
|  | * 1. If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank’s “no objection”.
 |
| **c. Sub-Contracting** | * 1. The Consultant shall not subcontract the whole of the Servicesunless otherwise indicated in the **Data Sheet**.
 |
| 1. **Clarification and Amendment of RFP**
 | * 1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source to all shortlisted Consultants). Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
 |
|  | * + 1. At any time before the Proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.
 |
|  | * + 1. If the amendment is substantial, the Client may extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
 |
|  | * 1. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
 |
| 1. **Preparation of Proposals – Specific Considerations**
 | * 1. While preparing the Proposal, the Consultant must give particular attention to the following:
		1. If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. When associating with non-shortlisted firms in the form of a Joint Venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.
		2. The Client may indicate in the **Data Sheet** the estimated level of Key Experts’ time input (expressed in person-months/person-days) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.
		3. In the case of time-based contracts, if stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.
		4. For assignments under the Fixed-Budget Selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes payable in the Recipient’s country,,is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.
 |
| 1. **Technical Proposal Format and Content**
 | * 1. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non-responsive.
		1. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each position. Failure to comply with this requirement will make the Proposal non-responsive.
 |
|  | * 1. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.
 |
| 1. **Financial Proposal**
 | * 1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts and (b) reimbursable expenses indicated in the **Data Sheet**.
 |
| **a. Price Adjustment** | * 1. For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
 |
| **b. Taxes** | * 1. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client’s country is provided in the **Data Sheet**.
 |
| **c. Currency of Proposal** | * 1. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
 |
| **d. Currency of Payment** | * 1. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
 |
| Submission, Opening and Evaluation |
| 1. **Submission, Sealing and Marking of Proposals**
 | 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically. |
|  | 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative. |
|  | 17.3 Any modifications, revisions, interlineations, erasures, or overwriting, shall be valid only if they are signed or initialed by the person signing the Proposal. |
|  | 17.4 The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. |
|  | 17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**Technical Proposal**”, “[Name of the Assignment]”, [reference number], [name and address of the Consultant], and with a warning “**Do Not Openuntil [**date and the time of the Technical Proposal submission deadline indicated in the **Data Sheet]**.”  |
|  | 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**Financial Proposal**”, “[Name of the Assignment]”, [reference number], [name and address of the Consultant], and with a warning “**Do Not Open With The Technical Proposal**.”  |
|  | 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one, outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**Do Not Open Before** [insert the time and date of the submission deadline indicated in the **Data Sheet**]”. |
|  | 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss or premature opening of the Proposal. |
|  | 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened. |
| **18. Confidentiality** | 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information. |
|  | 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank suspension and sanctions procedures. |
|  | 18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.  |
| **19. Opening of Technical Proposals** | 19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with with an independent authority that has no responsibility for the procurement process or subsequent contract management, such as an audit function, until they are opened in accordance with Clause 23 of the ITC.  |
|  | 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**. |
| **20. Proposals Evaluation** | 20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.  |
|  | 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.  |
| **21. Evaluation of Technical Proposals** | 21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the TOR and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**. |
| **22.** **Financial Proposals**  **for QBS** | 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. |
| **23. Public Opening of Financial Proposals** **(for QCBS, FBS,**  **and LCS Methods)** | 23.1 After the technical evaluation is completed and the Bank has issued its “no objection” (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant’s choice. 23.2 The Financial Proposals shall be opened by the Client’s evaluation committee in the presence of the representatives of those Consultants whose Proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the breakdown by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.  |
| **24. Correction of Errors** | 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. |
| **a. Time-Based Contracts** | 24.1.1 If a Time-Based Contract Form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. |
| **b. Lump-Sum Contracts** | 24.1.2 If a Lump-Sum Contract Form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. |
| **25. Taxes** | 25.1 All taxes payable by the Consultant outside of the Recipient’s country are deemed to be included in the Consultant’s Financial Proposal and therefore included in the evaluation. |
|  | 25.2 Any local identifiable taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income tax payable to the Client’s country on the remuneration of non-resident Experts for the services rendered in the Client’s country are dealt with in accordance with the instructions in the **Data Sheet**. |
| **26. Conversion to Single Currency** | 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**. |
| **27. Combined Quality** **and Cost Evaluation**  |  |
| * 1. **Quality- and Cost-**

**Based Selection** **(QCBS)** | 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations. |
| * 1. **Fixed-Budget**

**Selection (FBS)** | 27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected. |
|  | 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract. |
| 1. **Least-Cost Selection**
 | 27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract. |
| 1. **Negotiations and Award**
 |
| **28. Negotiations** | 28.1 The negotiations will be held at the time and address indicated in the **Data Sheet** with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.  |
|  | 28.2 The Client shall prepare minutes of negotiations which are signed by the Client and the Consultant’s authorized representative. |
| 1. **Availability of Key Experts**
 | 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts availability may result in rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. |
|  | 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the Letter of Invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. |
| **b. Technical Negotiations** | 28.5 The negotiations include discussions of the TOR, the proposed methodology, Client’s inputs, special conditions of the Contract and to finalize “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. |
| **c. Financial Negotiations** | 28.6 The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract. |
|  | 28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.  |
|  | 28.8 In the case of a Time-Based Contract, unit rates negotiations shall not take place, except when the offered Key Experts’ and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates’ structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. |
| **29. Conclusion of Negotiations** | 29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.  |
|  | 29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant the reasons for doing so. After having obtained the Bank’s no-objection, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations. |
| **30. Award of Contract** | 30.1 After completing the negotiations the Client shall obtain the Bank’s “no objection” to the negotiated draft Contract, if applicable; sign the Contract; and within two (2) weeks of awarding the contract publish the Contract Award Notice which shall contain, at a minimum, the following information: 1. name and address of the Client;
2. name and reference number of the contract being awarded, and the selection method used;
3. names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
4. names of all consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; and
5. the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants. |
|  | 30.2 The Consultant is expected to commence the assignment at the time and location specified in the **Data Sheet**. |
| 1. **Complaints and Debriefing**
 | 31.1 The procedures for making a Procurement-related Complaint or seeking a debriefing are as specified in the **Data Sheet**. |

**Instructions to Consultants**

##

## **Data Sheet**

***[“Note to Client” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants. All blanks in the Data Sheet are to be filled in before issue to shortlisted Consultants.]***

|  |  |
| --- | --- |
| **ITC Clause Reference** | **A. GENERAL** |
| **1 (b)**  | ***[Note to Client: insert the country if it is other than the Client’s country. Please note that the country of the Applicable Law in the contract form should then be the same]***  |
| **1 (c)** | ***[Note to Client: insert “Procurement Policy for Projects Financed by CDB and the Procurement Procedures for Projects Financed by CDB (November 2019), unless otherwise agreed by CDB]*** |
| **2.1** | **Name of the Client: *[Note to Client: insert name of Client]*** **Method of Selection**: ***[Note to Client: insert Selection Method]****,* as per the Procurement Framework detailed in Data Sheet 1 (c)  |
| **2.2** | **Financial Proposal to be submitted together with Technical Proposal**:Yes No  ***[Note to Client: insert “X” next to “Yes” or “No”]*****The name of the assignment is**:***[Note to Client: insert name of assignment]*** |
| **2.3** | **A pre-proposal conference will be held**: Yes or No ***[Note to Client: insert “X” next to “Yes” or “No”]******[Note to Client: If above answer is“Yes”, fill in the following and amend as necessary for remote conference]***Date of pre-proposal conference:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address: Telephone: Facsimile: E-mail: Contact person/conference coordinator:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **2.4** | **The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: ***[Note to Client: list or state* “Not applicable” *if none*]**  |
| **3.2.1**  | ***[Note to Client: insert any exceptions to those stated in ITC 3.2.1 a, b and c. Any such exemptions should be cleared by CDB. Otherwise stated “Not applicable.”]*** |
| **3.2.1 d)** | ***[Note to Client: insert any other conflicts of interest relevant to the assignment.”]*** |
| **4.1** | ***[Note to Client: If “Unfair Competitive Advantage” (a consultant on the shortlist has a previous association with some aspect of the assignment) applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]*** |
| **6.3.1 a)** | ***[Note to Client: insert list or reference weblink to current debarment list or if none is currently available state* None*”]*** |
| **6.3.2 b)**  | ***[Note to Client: insert list of countries and relevant restrictions that apply].***  |
| **6.3.3 c)** | State-owned or controlled enterprises (SOEs) that are not legally and financially autonomous and operating under commercial law are permitted to be awarded a contract for this assignment: Yes *or* No***[Note to Client: select “yes” or “no” above having determined whether there is a case for the participation of such SOEs].***  |
| **B. PREPARATION OF PROPOSALS** |
| **9.1** | ***[Note to Client: For all international competitive processes the RFP must be issued in English. However, the Recipient may also issue a translated version of the RFP in another language, which should be the national language. The national language is, either: (a) the national language of the Recipient; or (b) the language used nationwide in the Recipient’s country for commercial transactions, as accepted by CDB..* *The Recipient shall take full responsibility for the correct translation of the documents into the national language.*** ***For national competitive processes, where the shortlist is only made of Consultants from the Recipient’s country, the RFP maybe issued only in the aforementioned national language, where it is not English. In such cases, unless otherwise agreed by CDB, whether subject to prior or post review, the RFP shall be translated into English to facilitate reviews by CDB.]*****This RFP has been issued in the \_\_\_\_\_\_ language [*Note to Client: insert English, unless the national language is not English and it is a national competitive process where the shortlist is made up only of Consultants from the Recipient’s country, in which case insert relevant language*].****[*Note to Client: If RFP is also issued in in a second language to English as agreed with the Bank, use the following text:***In addition, the RFP is translated into the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Note to Client: insert language]*** language. Consultants have a choice of submitting their Proposal in either of the two languages stated above. The Contract will be signed in the language of the winning Proposal, which shall be the governing language of the Contract. |
| **10.1** | The Proposal shall comprise the following: **[*Note to Client: edit below as appropriate*]****For FULL TECHNICAL PROPOSAL (FTP):** **1st Inner Envelope with the Technical Proposal:*** + - * 1. Power of Attorney to sign the Proposal
				2. TECH -1
				3. TECH-2
				4. TECH-3
				5. TECH-4
				6. TECH-5
				7. TECH-6

**OR****For SIMPLIFIED TECHNICAL PROPOSAL (STP):** **1st Inner Envelope with the Technical Proposal:**1. Power of Attorney to sign the Proposal
2. TECH -1
3. TECH-4
4. TECH-5

(5) TECH-6**AND****2nd Inner Envelope with the Financial Proposal (if applicable):**(1) FIN-1(2) FIN-2(3) FIN-3(4) FIN-4(5) Statement of Undertaking (if required under Data Sheet 10.2 below) |
| **10.2** | **Statement of Undertaking is required:**Yes\_\_\_\_\_\_\_\_ or No \_\_\_\_\_\_\_\_\_\_ ***[Note to Client: If Yes, make sure paragraph (e) is included in Form TECH-1]*** |
| **11.1** | **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible:**Yes \_\_\_\_\_\_\_\_\_ or No\_\_\_\_\_\_\_\_***[Note to Client: select Yes or No above]*** |
| **12.1** | **Proposals must remain valid** for ***[Note to Client: insert a number: normally between 30 and 90 days]*** calendar days after the proposal submission deadline, i.e. until: ***[Note to Client: Insert the date]*** |
| **12.9c** | ***[Note to Client: Default provision is that outsourcing of the whole Services is not allowed. Any deviations from the default provisions and introduction of a scale to measure sub-contracting would require (a) prior agreement with the Bank; and (b) inserting description of specific requirements.]***  |
| **13.1** | Clarifications may be requested not later than ***[Note to Client: insert number]*** days prior to the submission deadline.**[*Note to Client: insert contact information below*]**The contact information for requesting clarifications is:  Facsimile: E-mail:  |
| **14.1.1**  | Shortlisted Consultants may associate with: ***[Note to Client: insert Yes or No for both a) and b) below]***(a) non-shortlisted consultant(s): Yes \_\_\_\_\_\_\_\_ or No \_\_\_\_\_\_**OR** (b) other shortlisted Consultants**:** Yes \_\_\_\_\_\_\_\_ or No \_\_\_\_\_\_  |
| **14.1.2**(Do not use for Fixed Budget method) | ***[Note to Client: insert either estimate Key Experts time input or total cost of assignment below, but not both, unless Selection Method is Fixed Budget method in which case state “Not Applicable”]*** Estimated input of Key Experts’ time input \_\_\_\_\_\_\_\_\_\_\_person-months/ person-days. **[OR]**Estimated total cost of the assignment \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **14.1.3**(For time-based contracts only) | ***[Note to Client: Used for Time-Based Contracts only. If not used, state “Not Applicable”. If used, insert the following:]*** The Consultant’s Proposal must include the minimum Key Experts’ time-input of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time input (expressed in person-months) is calculated as follows:The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.  |
| **14.1.4 and 27.2** | ***[Note to Client: Used for Fixed Budget method.]***The total available budget for this Fixed-Budget assignment is: \_\_\_\_\_\_\_\_\_\_\_ ***[Note to Client: state whether inclusive or exclusive of taxes in Recipient’s country]****.* Proposals exceeding the total available budget will be rejected.***[Note to Client : If inclusive, indicate tax estimates separately and please note CDB cannot finance local identifiable taxes]*** |
| **15.2** | The format of the Technical Proposal to be submitted is: FTP \_\_\_\_\_\_\_\_ or STP \_\_\_\_\_\_\_\_\_\_ ***[Note to Client: indicate the applicable format]*** Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| **16.1** | ***[Note to Client: A sample list is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms:*]**(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;(2) cost of travel by the most appropriate means of transport and the most direct practicable route;(3) cost of office accommodation (in the Recipient’s country), including overheads and back-stop support;(4) communications costs; |
|  | (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;(6) cost of reports production (including printing) and delivering to the Client;(7) other allowances where applicable and provisional or fixed sums (if any); (8) ***[Note to Client: insert relevant type of expenses, if/as applicable]****.* |
| **16.2** | A price adjustment provision applies to remuneration rates: Yes \_\_\_\_\_\_\_\_ or NO \_\_\_\_\_\_\_\_\_\_\_***[Note to Client: applies to all Time-Based contracts with longer than 18 months in duration. In exceptional circumstances can also apply to Lump-Sum contracts for assignments longer than 18 months in duration with prior agreement with the Bank.]******[Note to Client: if “Yes”, specify whether it applies to foreign and/or local inflation]*** |
| **16.3** | **[*Note to Client: if the Client has obtained a tax exemption applicable to the Contract, insert*** “The Client has obtained an exemption for the Consultant from payment of **(*insert the tax description. e.g., VAT, or local indirect taxes, etc.*)** in the Client’s country as per **(*insert reference to the applicable official source that issued an exemption)].*****[*Note to Client: if there is no tax exemption in the Client’s country, insert the following:***“Information on the Consultant’s tax obligations in the Client’s country can be found ***[insert reference to the appropriate official source]*.”** |
| **16.4** | The Financial Proposal shall be stated in the following currencies:Consultants may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes\_\_\_\_\_ or No\_\_\_\_\_\_\_\_\_. |

|  |  |
| --- | --- |
| **ITC Clause Reference** | **C. SUBMISSION, OPENING AND EVALUATION** |
| **17.1** | The Consultants [Note to Client: *insert* “shall” *or* “shall not”] have the option of submitting their Proposals electronically. ***[Note to Client : If “Yes”, insert: The electronic submission procedures shall be: (describe the submission procedure which has been previously agreed with the Bank.)]***  |
| **17.4** | The Consultant must submit:(a) Technical Proposal: one (1) original and \_\_\_\_\_ ***[Note to Client: insert number]*** copies;(b) Financial Proposal**:** one (1) original and \_\_\_\_\_  ***[Note to Client: insert number]*** copies;  |
| **17.7 and 17.9** | The Proposals must be submitted no later than:Date: \_\_\_\_\_\_\_\_\_\_ ***[Note to Client:* day/month/year,  *for example, 15  January, 2020]***Time**: *[Note to Client: insert time in 24 hour format, for example – “16:00 local time”]***  ***[If appropriate, add translation of the warning marking* [“Do not open....”] *in the national language to the outer sealed envelope].******[Note to Client: The time allowed for the preparation and submission of Proposals shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) business days, unless otherwise agreed with the Bank]*** The Proposal submission address is: ***[Note to Client: insert submission address].*** |
| **19.1** | An online option of the opening of the Technical Proposals is offered: Yes \_\_\_\_or No\_\_\_\_\_\_\_\_***[Note to Client: if yes, insert “The online opening procedure shall be: [describe the procedure for online opening of Technical Proposals as agreed with the Bank.]***The opening shall take place at: ***[Note to Client: insert:*** “same as the Proposal submission address” OR***insert and fill in the following:***Street Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Floor, room number\_\_\_\_\_\_\_\_\_\_\_City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Country:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]Date: same as the submission deadline indicated in 17.7;Time***:[* *Note to Client: insert time in 24 hour format, for example – “16:00 local time*** ***[Note to Client: the time should be immediately after the time for the submission deadline stated in 17.7]*** |
| **19.2** | In addition, the following information will be read-out at the opening of the Technical Proposals:***[Note to Client: insert “N/A” or state what additional information will be read out and recorded in the opening minutes]*** |
| **21.1****[for FTP]** | ***[Note to Client: if is STP state “N/A”]***Criteria, sub-criteria and point system for the evaluation of the Full Technical Proposal are: Points(i) **Specific experience of the Consultant (as a firm) relevant to the Assignment:** [0 - 10](ii) **Adequacy and quality of the proposed methodology, and work plan, including level of detail, in responding to the Terms of Reference:**(a) Methodology and work plan***[* *Note to Client: insert points]***(b) Organisation and staffing (overall team composition) – ***[Note to Client: if there is a concern about “body shopping” could supplement (b) whereby Consultants are asked to demonstrate that the proposed Key Experts have a history of successfully working together over a period of time (Insert specific # years if desired) and/or are permanent staff of the Consultant/JV*] *[Note to Client: insert points]***Total points for criterion (ii)*: [20 - 50]****[Note to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts].*** (iii) **Key Experts’ qualifications and competence for the Assignment*:****{Note to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant}*(a) Position K-1: *[*Team Leader*]* ***[Insert points]***(b) Position K-2*:* ***[Insert position title] [Insert points]***(c) Position K-3*:****[Insert position title] [Insert points]***Total points for criterion (iii): *[30 - 60]*The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:(1) General qualifications(general education and training, experience):***[Note to Client: insert weight between 10 and 20 %]***(2) Adequacy for the Assignment(relevant education, training, experience in the sector/similar assignments): *[Note to Client: insert weight between 60 and 80%]*(3) ***[Note to Client: if relevant to the task, add the third sub-criterion]*** Relevant experience in the Region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organisation, etc.)***[Note to Client: insert weight between 0 and 10 %]*** Total weight:100% |
|  | (iv) **Transfer of knowledge (training) programme (relevance of approach and methodology**,if applicable)*:* ***[Note to Client: normally, not to exceed 10 points]***Total points for criterion (iv): *[0 – 10]* |
|  | (v) **Participation by nationals among proposed Key Experts** *[0 – 10]****[Note to Client: not to exceed 10 points. Sub-criteria shall not be provided. Calculated as a ratio of the national Key Experts’ time input (in person-months/person-days) to the total number of Key Experts’ time input (in person months) in the Consultant’s Technical Proposal]***Total points for the five criteria: 100 **The minimum technical score (St) required to pass is***:* ***[Note to Client: insert number]*** ***[Note to Client: the indicative range is 70 to 85 on a scale of 1 to 100]*** |
| **21.1****[for STP]** | ***[Note to Client: if is FTP state “N/A”]***Criteria, sub-criteria and point system for the evaluation of the Simplified Technical Proposal are: Points(i) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference:** Total points for criterion (i): *[****20 - 40****]*(ii) **Key Experts’ qualifications and competence for the Assignment**:*{Notes to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant}*(a) Position K-1: [Team Leader]***[Insert points]***(b) Position K-2*:* ***[Insert position title]******[Insert points]***(c) Position K-3*:****[Insert position title] [Insert points]***Total points for criterion (iii): *[60-80]*Total points for the two criteria:100**The minimum technical score (St) required to pass is: *[Note to Client: insert number]******[Note to Client: the indicative range is 70 to 85 on a scale of 1 to 100]*** |
| **23.1** | An online option of the opening of the Financial Proposals is offered: Yes \_\_\_\_or No\_\_\_\_\_\_\_\_. ***[Note to Client: If* “Yes”, *insert* “The online opening procedure shall be: *[describe the procedure for online opening of Financial Proposals as previously agreed with the Bank.]*** |
| **25.2**  | For the purpose of the evaluation, the Client will exclude: (a) all local identifiable taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client’s country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalised (using the itemised list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.  |
| **26.1** | The single currency for the conversion of all prices expressed in various currencies into a single one is**: *[Note to Client: indicate local currency or fully convertible foreign currency]***The official source of the selling (exchange) rate is:  ***[Note to Client: indicate official source]***The date of the exchange rate is: ***[Notes to Client: The date shall not be earlier than four (4) weeks prior to the deadline for submission of proposals and no later than the date of the original validity of Proposals.]*** |
| **27.1****[a. QCBS only]** | 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.The weights given to the Technical (T) and Financial (P) Proposals are:**T** = \_\_\_\_\_\_\_ ***[Note to Client:* *Insert weight:]***; and**P** = \_\_\_\_\_\_\_ ***[Note to Client: Insert weight:]***Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights: (T = the weight given to the Technical Proposal;  P = the weight given to the Financial Proposal; T + P = 1) as following:  S = St x T% + Sf x P%. |
| **D. NEGOTIATIONS AND AWARD** |
| **28.1** | Expected date and address for contract negotiations: Date: \_\_\_\_\_\_\_\_ month/year ***[Note to Client: for example insert January 2020]***Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Note to Client: insert address]***  |
| **30.1** | The contract award notice will be published on the following websites/media: ***[Note to Client: insert the website(s) addresses/media where the information will be published in accordance with Paragraphs 6.97 and 6.09 of the Procurement Procedures for Projects Financed by CDB]***.  |
| **30.2** | Expected date for the commencement of Services:Date*:\_\_\_\_\_\_\_* ***[Note to Client: insert day, month and year] at: [Note to Client: insert location]*** |
| **31.1** | The procedures for seeking a debriefing and making a procurement-related complaint are as per ***[Note to Client: unless otherwise agreed with the Bank inser*t “that stated within the Procurement Framework detailed in Data Sheet 1 (c).*]*** |

# Section 3. Technical Proposal – Standard Forms

***{Note to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}***

**CHECKLIST**

|  |  |  |  |
| --- | --- | --- | --- |
| **REQUIRED FOR:** | **FORM** | **DESCRIPTION** | **PAGE LIMIT*****[Note to Client: Set the limit, or state not applicable]*** |
| **FTP** | **STP** |
| √ | √ | TECH-1 | Technical Proposal Submission Form.  | Not Applicable |
| “√ “ If applicable | TECH-1 Attachment | If the Proposal is submitted by a Joint Venture (JV), attach a letter of intent or a copy of an existing agreement. | Not Applicable |
| “√” If applicable | Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members. | Not Applicable |
| √ |  | TECH-2 | Consultant’s Organisation and Experience.  |  |
| √ |  | TECH-2A | A. Consultant’s Organisation |  |
| √ |  | TECH-2B | B. Consultant’s Experience |  |
| √ |  | TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. |  |
| √ |  | TECH-3A | A. On the Terms of Reference |  |
| √ |  | TECH-3B | B. On the Counterpart Staff and Facilities |   |
| **REQUIRED FOR** | **FORM** | **DESCRIPTION** | **PAGE LIMIT*****[Note to Client: Set the limit, or state not applicable]*** |
| **FTP** | **STP** |
| √ | √ | TECH-4 | Description of the Approach, Methodology and Work Plan for Performing the Assignment |  |
| √ | √ | TECH-5 | Work Schedule and Planning for Deliverables |  |
| √ | √ | TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)  |  |

**All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.**

**Form TECH-1**

**Technical Proposal Submission Form**

***{Location, Date}***

To: ***[Name and address of Client]***

Dear Sirs:

 We, the undersigned, offer to provide the consulting services for **[*Insert title of assignment*]** in accordance with your Request for Proposals dated ***[Insert Date]*** and our Proposal. **{*Note to Consultant: Select appropriate wording depending on the selection method stated in the RFP:*** “We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope” *or, if only a Technical Proposal is invited* “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”}.

 **{*Note to Consultant: If the Consultant is a Joint Venture (JV), insert the following:*** “We are submitting our Proposal in association/as a consortium/as a Joint Venture with: **{*Insert a list with full name and the legal address of each member, and indicate the lead member*}**.We have attached a copy ***{insert***: “of our letter of intent to form a Joint Venture” ***or, if a JV is already formed****,* “of the Joint Venture agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

**{OR**

***If Consultant’s Proposal includes Sub-consultants, insert the following:*** “We are submitting our Proposal with the following firms as Sub-consultants: **{*Insert a list with full name and address of each Sub-Consultant.}***

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be suspended or sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6 and we confirm our understanding of our obligation to abide by the Bank’s policy in regards to 5. Prohibited Practices and Other Integrity Related Mattersas per ITC 5*.*

(e) ***[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following:*** In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against Prohibited Practices, including [*Note to Client: insert relevant Prohibited Practices here*], in force in the country of the Client.]

(f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment not later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

 We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Name of Consultant (company’s name or JV’s name):

In the capacity of:

Address:

Contact information (phone and e-mail):

{For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

### **FORM TECH-2 (for Full Technical Proposal Only)**

####  Consultant’s Organisation and Experience

Form TECH-2: a brief description of the Consultant’s organisation and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

#### A - Consultant’s Organisation

1. Provide here a brief description of the background and organisation of your company, and – in case of a Joint Venture – of each member for this assignment.

2. Include organisational chart, a list of Board of Directors and beneficial ownership.

**B - Consultant’s Experience**

1. List only previous similar assignments successfully completed in the last ***[Note to Client: insert number]*** years.

2. List only those assignments for which the Consultant was legally contracted as a company or was a member of a Joint Venture. Assignments completed by the Consultant’s individual Experts 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 Experts 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 and Brief Description of Main Deliverables/Outputs** | **Name of Client and Country of Assignment** | **Approx. Contract Value (in US$ or US$ equivalent[[2]](#footnote-2))/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 million/ US$0.5 million}*** | ***{e.g. Lead partner in a JV 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 million/ US$0.2 million}*** | ***{e.g. sole Consultant}*** |

**FORM TECH-3 (for Full Technical Proposal)**

**Comments and Suggestions on the Terms of Reference, Counterpart Staff and Facilities to be Provided by the Client**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

#### A - On the Terms of Reference

{Describe proposed modifications or improvement to the Terms of Reference (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.}

#### B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

### **FORM TECH-4 (for Full Technical Proposal Only)**

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

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference (TOR) specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

1. Technical Approach and Methodology
2. Work Plan
3. Organisation and Staffing}
4. **Technical Approach and Methodology*:*** {Please explain your understanding of the objectives of the assignment as outlined in the TOR, 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 do not repeat/copy the TOR in here.}

***[Note to Client: Add the following for supervision of civil works contracts after first sentence of (a):*** *Consultant must include provisions in technical approach and methodology for the supervision of Environmental, Social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), and Health and Safety (ESHS) aspects of the Contractor’s work.****]***

1. **Work Plan:** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

(c) **Organisation and Staffing*:*** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

**Form TECH-4 (for Simplified Technical Proposal Only)**

**Description of Approach, Methodology and Work Plan for Performing the Assignment**

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference (TOR) specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

1. **Technical Approach, Methodology, and Organisation of the Consultant’s Team:**{Please explain your understanding of the objectives of the assignment as outlined in the TOR, the technical approach and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TOR in here.}

 *[****Note to Client:******Add the following for supervision of civil works contracts after first sentence of (a):*** *Consultant must include provisions in technical approach and methodology for the supervision of Environmental, Social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), and Health and Safety (ESHS) aspects of the Contractor’s work.]*

1. **Work Plan and Staffing:** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each Expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

(c)**Comments (on the TOR; and on counterpart staff and facilities):**

{Please describe your proposed modifications or improvement to the TOR (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

**Form TECH-5 (for FTP and STP)**

**Work Schedule and planning for deliverables**

|  |  |  |
| --- | --- | --- |
| **N°** | **Deliverables** 1 **(D-..)** | **Months** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **.....** | **n** | **TOTAL** |
| **D-1** | ***{e.g. Deliverable #1: Report A*** |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ***(1) data collection***  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ***(2) drafting*** |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ***(3) inception report***  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ***(4) incorporating comments*** |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ***(5) delivery of final report to Client}*** |  |  |  |  |  |  |  |  |  |  |  |  |
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| **D-2** | ***{e.g. Deliverable #2:...............}*** |  |  |  |  |  |  |  |  |  |  |  |  |
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1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in form of a bar chart.

3. Include a legend, if necessary, to help reading the chart.

Form TECH-6 (for FTP and STP)

Team Composition, Assignment and Key Experts’ Inputs

|  |  |  |  |
| --- | --- | --- | --- |
| **N°** | **Name** | **Expert’s Input (in person/month/person-days) per each Deliverable (listed in TECH-5)** | **Total Time Input** **(in months/days)** |
| **Position** |  | **D-1** |  | **D-2** |  | **D-3** | **........** |  | **D-...** |  |  |  | **Home** | **Field** | **Total** |
| **KEY EXPERTS** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-1 | ***{e.g. Mr. Abbbb}*** | ***[Team Leader]*** | ***[Home]*** | ***[2 month]*** |  | ***[1.0]*** |  | ***[1.0]*** |  |  |  |  |  |  | *4* |  | 7 |
| ***[Field]*** | ***[0.5 m]*** |  | ***[2.5]*** |  | ***[0]*** |  |  |  |  |  |  |  | *3* |
| K-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **NON-KEY EXPERTS** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-1 |  |  | ***[Home]*** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ***[Field]*** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** |  |  |  |

1. For Key Experts the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2. Months are counted from the start of the assignment/mobilization. One (1) month equals 22 working (billable) days. One (1) working (billable) day shall be not less than eight (8) working hours.

3. “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.

 Full time input Part time input

**Form TECH-6**

**(Continued)**

**CURRICULUM VITAE**

|  |  |
| --- | --- |
| **Position Title and No.** | ***{e.g. K-1, TEAM LEADER}*** |
| **Name of Expert:**  | ***{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 organisation, titles of positions held, types of activities performed and location of the assignment, contact information of previous clients and employing organisation(s) who can be contacted for references. Past employment which is not relevant to the assignment does not need to be included.}

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing Organisation 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; Mr. Hbbbbb, Deputy Minister}*** |  |  |
|  |  |  |  |
|  |  |  |  |

**Membership in Professional Associations and Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Adequacy for the Assignment:**

|  |  |
| --- | --- |
| **Detailed Tasks Assigned on Consultant’s Team of Experts:** | **Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks** |
| ***{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}*** |  |
|  |  |
|  |  |

 **Expert’s Contact Information:**  (E-mail…………………., phone……………)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this Curriculum Vitae 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 suspension/sanctions by the Bank.

 {day/month/year}

Name of Expert Signature Date

 {day/month/year}

Name of authorised Signature Date

Representative of the Consultant

*(same as who signs the Proposal)*

# Section 4. Financial Proposal - Standard Forms

**{*Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.*}**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method

FIN-4 Reimbursable Expenses

#### Form FIN-1

#### Financial Proposal Submission Form

***{Location, Date}***

To: ***[Name and Address of Client]***

Dear Sirs:

We, the undersigned, offer to provide the consulting services for ***[Insert Title of Assignment]*** in accordance with your Request for Proposal dated ***[Insert Date]*** and our Technical Proposal.

Our attached Financial Proposal is for the amount of ***{Indicate the corresponding amount(s) currency(ies)} {Insert amount(s) in words and figures}****,* ***{Insert*** *“*including*” or “*excluding*”}* all indirect local taxes in accordance with Clause 25.2 of the Data Sheet. The estimated amount of local indirect taxes is ***{Insert currency}* *{Insert amount in words and figures}*** which shall be confirmed or adjusted, if needed, during negotiations.

***{Note to Consultant: All amounts shall be the same as in Form FIN-2}.***

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, are listed below:

 Name and Address Amount and Purpose

 of Agent(s)/Other Party Currency

***{Note to Consultant: If no payments are made or promised, add the following statement:*** “No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and Contract execution.”***}***

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***{Note to Consultant: For a Joint Venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.}***

**Form FIN-2 Summary of Costs**

|  |  |
| --- | --- |
| Item | **Cost** |
| ***{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}*** |
| ***{Insert Foreign Currency #1}*** | ***{Insert Foreign Currency #2,*** ***if used}*** | ***{Insert Foreign Currency #3, if used}*** | ***{Insert Local Currency, if used and/or required (16.4 Data Sheet)}*** |
| **Cost of the Financial Proposal**  |  |  |  |  |
| Including: |  |  |  |  |
| (1) **Remuneration**  |  |  |  |  |
| (2) **Reimbursables** |  |  |  |  |
| **Total Cost of the Financial Proposal:*****{Should match the amount in Form FIN-1}*** |  |  |  |  |
| **Indirect Local Tax Estimates – to be discussed and finalised at the negotiations if the Contract is awarded** |
| 1. ***{insert type of tax. e.g., VAT or sales tax}***
 |  |  |  |  |
| 1. ***{e.g., income tax on non-resident experts}***
 |  |  |  |  |
| 1. ***{insert type of tax}***
 |  |  |  |  |
| Total Estimate for Indirect Local Tax: |  |  |  |  |

#### Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).FORM FIN-3 Breakdown of Remuneration

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

|  |
| --- |
| **A. Remuneration**  |
| **No.** | **Name**2 | **Position** **(as in TECH-6)** | **Person-months/Person-days Remuneration Rate**4 | **Time Input in Person-months/Person-days**(from TECH-6) | **{*Currency # 1- as in FIN-2*}** | **{*Currency # 2- as in FIN-2}*** | ***{Currency # 3- as in FIN-2*}** | **{*Local Currency - as in FIN-2}*** |
|  | **Key Experts** |  |  |  |  |  |  |  |
| K-1 |  |  | ***[Home]*** |  |  |  |  |  |
|  | ***[Field]*** |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | **Non-Key Experts** |  |  |  |  |  |  |  |
| N-1 |  |  | ***[Home]*** |  |  |  |  |  |
| N-2 | ***[Field]*** |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  | Total Costs |  |  |  |  |

**Appendix A. Financial Negotiations - Breakdown of Remuneration Rates**

1. **Review of Remuneration Rates**
	1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
	2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
	3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
	4. Rate details are discussed below:
2. Salary is the gross regular cash salary or fee paid to the individual in the firm’s home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
3. Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the “Salary” and should be shown separately. Where the Consultant’s accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months’ pay be given for 12 months’ work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
4. Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert’s replacement has been provided is not considered social charges.
5. Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

 Leave cost as percentage of salary = 

 Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

 Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

1. Overheads are the Consultant’s business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant’s staff monitoring the project, rent of headquarters’ office, support staff, research, staff training, marketing, etc.), the cost of Consultant’s personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years’ overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
2. Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
3. Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

 UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

**Sample Form**

Consultant: Country:

Assignment: Date:

**Consultant’s Representations Regarding Costs and Charges**

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm’s payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant’s Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm’s average cost experiences for the latest three years as represented by the firm’s financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorised Representative Date

Name:

Title:

**Consultant’s Representations Regarding Costs and Charges**

**(Model Form I)**

(Expressed in ***{insert name of currency\*****}*)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Personnel** | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| **Name** | **Position** | **Basic Remuneration Rate per Working Month/Day/Year** | **Social Charges1** | **Overhead1** | **Subtotal** | **Profit2** | **Away from Home Office Allowance** | **Proposed Fixed Rate per Working Month/Day/Hour** | **Proposed Fixed Rate per Working Month/Day/Hour1** |
| Home Office |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Client’s Country |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |

***{\* If more than one currency is used, use additional table(s), one for each currency}***

1Expressed as percentage of 1.

2Expressed as percentage of 4.

### **Form FIN-4 Breakdown of Reimbursable Expenses**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum Contracts.

|  |
| --- |
| **B. [*Reimbursable]***  |
| **N°** | **Type of [*Reimbursable Expenses]*** | **Unit** | **Unit Cost** | **Quantity** | {*Currency # 1- as in FIN-2*} | {*Currency # 2- as in FIN-2}* | *{Currency# 3- as in FIN-2*} | {*Local Currency- as in FIN-2}* |
|  | ***{e.g., Per diem Allowances\*}*** | **{Night}** |  |  |  |  |  |  |
|  | ***{e.g., International Flights}*** | **{Ticket}** |  |  |  |  |  |  |
|  | ***{e.g., In/Out Airport Transportation}***  | **{Trip}** |  |  |  |  |  |  |
|  | ***{e.g., Communication Costs between {Insert place} and {Insert place}*** |  |  |  |  |  |  |  |
|  | ***{ e.g., Reproduction of Reports}*** |  |  |  |  |  |  |  |
|  | ***{e.g., Office Rent}*** |  |  |  |  |  |  |  |
|  | ***....................................*** |  |  |  |  |  |  |  |
|  | ***{Training of the Client’s Personnel – if required in Terms of Reference}*** |  |  |  |  |  |  |  |
|  **Total Costs** |  |  |  |  |

Legend*:*

 *[\* “Per diem allowance” is paid for each night the Expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.]*

# Section 5. Eligible Countries

 To foster competition Caribbean Development Bank (CDB) permits consultants from eligible countries to offer consulting services for projects it finances. Eligible countries are member countries of CDB, as listed in (a) below or subsequently revised and any other countries which are indicated below as eligible in the Financing Agreement, as listed in (b) below.

1. **CDB Member Countries:**

**BORROWING MEMBERS**

|  |  |
| --- | --- |
|  1. | Anguilla |
|  2. | Antigua and Barbuda |
|  3. | Bahamas  |
|  4. | Barbados |
|  5. | Belize |
|  6. | British Virgin Islands |
|  7. | Cayman Islands |
|  8. | Dominica  |
|  9. | Grenada |
| 10. | Guyana  |
| 11. | Haiti  |
| 12. | Jamaica |
| 13. | Montserrat |
| 14. | Saint Kitts and Nevis |
| 15. | Saint Lucia |
| 16. | Saint Vincent and the Grenadines |
| 17. | Suriname  |
| 18. | Trinidad and Tobago  |
| 19. | Turks and Caicos Islands |

**NON-BORROWING MEMBERS**

|  |  |
| --- | --- |
|  1. | Brazil |
|  2. | Canada |
|  3. | China |
|  4. | Colombia |
|  5. | Germany |
|  6. | Italy |
|  7. | Mexico  |
|  8. | United Kingdom |
|  9. | Venezuela |

1. **Other eligible countries under the Financing Agreement: *[Note to Client: insert countries here]***

# Section 6. Bank Policy – Prohibited Practices and Other Integrity Related Matters

***[Notes to the Client: This Section 6 shall not be modified.]***

1. CDBhas a Strategic Framework for Integrity, Compliance and Accountability that articulates CDB’s adherence to the highest standards of integrity, ethics and accountability with zero tolerance for fraud, corruption money laundering, terrorist financing and similarly corrosive conduct. CDB requires that recipients, as well as bidders, Proposers, firms, suppliers, service providers, contractors, sub-contractors, Consultants, sub-consultants, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents, observe the highest standard of integrity during the procurement and/or the execution of CDB-financed contracts and refrain from integrity violations, particularly Prohibited Practices (as defined below). In pursuance of this requirement, CDB:
2. defines, for the purposes of this provision, Prohibited Practices as follows:
3. **“corrupt practice”** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;
4. **“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;
5. **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
6. **“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; and
7. **“obstructive practice”** is:
8. deliberately destroying, falsifying, altering, or concealing of evidence related to an investigation or making false statements or false allegation to CDB in order to impede a CDB investigation into allegations of an integrity violation particularly Prohibited Practices; and/or threatening, harassing, or intimidating any party to delay or prevent it from sharing evidence or disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
9. acts which impede the exercise of CDB’s access, inspection and audit rights provided for under Paragraph 1. (f) below.
10. will not provide a no-objection and will reject a Proposal for award if it determines that the Bidder or Proposer recommended for award has, directly or through an agent, engaged in any Prohibited Practice in competing for the contract in question;
11. may temporarily suspend an individual or entity from: (a) receiving a payment in respect of a CDB-financed project, to the extent contractually permissible, where to make the payment could result in harm to CDB; or (b) participating in or being awarded a contract for a project financed by CDB;
12. will usually impose such sanctions as applicable including to cancel all or a portion of the CDB Financing allocated to a contract if it determines at any time that representatives of the Recipient or the Recipient engaged in Prohibited Practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to CDB to remedy the situation;
13. may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by CDB; and
14. will have the right to require that a provision be included in the tender or RFP documents, and similar associated documents, and in contracts to be financed by CDB; requiring Bidders, Proposers, Firms, Suppliers, service providers, Contractors, sub-contractors, Consultants, sub-consultants, suppliers, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents to: (i) cooperate promptly, fully and in good faith with any audit or investigation conducted by CDB to determine whether any wrongdoing or integrity violation, specifically a Prohibited Practice has occurred, (ii) respond promptly and in reasonable detail to any notice from CDB, (iii) furnish documentary support for such response upon CDB’s request; (iv) make available to CDB for interviews their employees and agents to respond to questions from any investigator, agent, auditor or consultant designated by the CDB to conduct an investigation; and (v) provide access to, inspect and make copies of their accounts and records and other documents relating to the Bid/Proposal submission, contract performance and to have them audited by auditors appointed by CDB and/or subjected to investigation by CDB’s Office of Integrity, Compliance and Accountability.
15. With the specific agreement of CDB, a Recipient may introduce, into Bid forms for contracts financed by CDB, an undertaking of the Bidder/Proposer to observe, in competing for and executing a contract, the laws of the country in which the Project is being carried out against Prohibited Practices, as listed in the tender or RFP documents, and similar associated documents.[[3]](#footnote-3) CDB will accept the introduction of such undertaking at the request of a BMC, provided the arrangements governing such undertaking are satisfactory to CDB.
16. When conducting the evaluation of Bids/Proposals, the Recipient shall conduct integrity due diligence on Bidders/Proposers including to assess and mitigate any risks related to Prohibited Practices they may present and to check the eligibility of Bidders/Proposers against the lists of Firms and individuals temporarily suspended or sanctioned, pursuant to Paragraphs 1(c) and (d) above. The Recipient shall apply additional due diligence by closely supervising and monitoring any on-going contract (whether under prior or post review) executed by a Firm or individual which has been suspended or sanctioned by CDB after such contract was signed. The Recipient shall neither sign any new contracts nor sign any amendment, including any extension of time for completion, to an on-going contract with a temporarily suspended or sanctioned Firm or individual after the effective date of the suspension or sanction without CDB’s prior review and no-objection (whether under prior or post review).

# Section 7. Terms of Reference

***[Note to Client: In many cases the Terms of Reference (TOR) for consultancies being financed by the Bank are agreed during project preparation and appraisal and are contained in the Appraisal Report considered by the Bank’s Board of Directors. If such TORs are edited they must be submitted to CDB for no-objection, where subject to prior review. In those cases where TORs are prepared by the Client subsequent to project preparation, the following should guide the content:***

* ***Project Background – general information on larger programme, overall objectives, funding source, Client, what is available, rationale.***
* ***Objectives of the Assignment – specific objectives stated very precisely and clearly.***
* ***Scope of Work – details of all the main activities (or tasks) to be conducted by the consultant and their expected results.***

*[Note to Client: the scope of services of the consultant for civil works supervision should include consideration of Environmental, Social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), and Health and Safety (ESHS) issues, including the following:*

*Ensure that the Contractor’s ESHS performance is in accordance with good international industry practice and delivers the Contractor’s ESHS obligations.*

*The ESHS related services include but are not limited to:*

1. *review and approve the Contractor’s Environment and Social Management Plan (C-ESMP), including all updates and revisions (not less than once every six months);*
2. *review and approve ESHS provisions of method statements, implementation plans, GBV/SEA prevention and response action plan, drawings, proposals, schedules and all relevant Contractor’s documents;*
3. *review and consider the ESHS risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;*
4. *undertake audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities related to the Works, to verify the Contractor’s compliance with ESHS requirements including its GBV/SEA obligations, with and without contractor and/or client relevant representatives, as necessary, but not less than once per month;*
5. *undertake audits and inspections of Contractor’s accident logs, community liaison records, monitoring findings and other ESHS related documentation, as necessary, to confirm the Contractor’s compliance with ESHS requirements;*
6. *agree remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor’s ESHS obligations;*
7. *ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ESHS obligations;*
8. *check that the Contractor’s actual reporting (content and timeliness) is in accordance with the Contractor’s contractual obligations;*
9. *review and critique, in a timely manner, the Contractor’s ESHS documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;*
10. *undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ESHS issues;*
11. *establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality, e.g. of those reporting allegations of GBV/SEA; and*
12. *ensure any GBV/SEA instances and complaints that come to the attention of the consultant are registered in the grievance redress mechanism.]*
* ***Capacity-building Programme (if required) – provide specific details on the characteristics of the required services and ask consultants to propose approach and methodology explaining what it expects from the Consultant.***
* ***List of Reports, Schedule of Deliveries, and Period of Performance – indicate the estimated duration of the assignment, from the date of commencement to the date the Client receives and accepts the Consultant’s Final Report or a specified completion date. Reporting requirements should be clearly specified indicating the format, frequency, and content of reports, as well as the number of copies, the language, and the names of the prospective recipients of the reports.***

***[****Note to Client: For supervision of civil works contracts, Consultant shall be required to prepare a Code of Conduct for all of its staff working on the project.**A minimum requirement for the Code of Conduct should be set out by the Client, taking into consideration the issues, impacts, and mitigation measures identified, for example:*

* *Project reports e.g. ESIA/ESMP.*
* *Any particular GBV/SEA requirements.*
* *Consent/permit conditions (regulatory authority conditions attached to any permits or approvals for the project).*
* *Required standards including CDB’s prevailing Environmental and Social Review Procedures.*
* *Relevant international conventions, standards or treaties, etc., national, legal and/or regulatory requirements and standards (where these represent higher standards than the CDB’s prevailing Environmental and Social Review Procedures).*
* *Relevant standards, e.g. Workers’ Accommodation: Process and Standards (IFC and EBRD).*
* *Relevant sector standards e.g. workers’ accommodation .*
* *Grievance redress mechanisms.*

*[The types of issues identified could include, risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender-based violence, illicit behavior and crime, and maintaining a safe environment, etc.]*

*[Amend the following instructions to the Consultant taking into account the above considerations.]*

*A satisfactory code of conduct will contain obligations on all Consultant’s Experts that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the Region, the location and the project sector or to specific project requirements.*

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations.

1. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Consultant’s Experts, the Client’s personnel, and the Contractor’s personnel, including sub-contractors and day workers (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment).
2. The use of illegal substances.
3. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Consultant’s Experts, the Client’s personnel, and the Contractor’s personnel, including sub-contractors and day workers (for example, on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status).
4. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
5. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate).
6. Violence, including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty.
7. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power).
8. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas).
9. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas).
10. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection).
11. Respecting reasonable work instructions (including regarding environmental and social norms).
12. Protection and proper use of property (for example, to prohibit theft, carelessness or waste).
13. Duty to report violations of this Code.
14. Non-retaliation against personnel who report violations of the Code, if that report is made in good faith

*The Code of Conduct should be written in plain language and signed by each Expert to indicate that they have:*

1. *received a copy of the code;*
2. *had the code explained to them;*
3. *acknowledged that adherence to this Code of Conduct is a condition of employment; and*
4. *understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.*

*A copy of the code shall be displayed in the Engineer’s office. It shall be provided in appropriate languages.*

* ***Team Compositon and Qualification Requirements for the Key Experts and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)***

*[****Note to Client: For supervision of civil works contracts,*** *Key Expert/s with sufficient qualifications and experience to provide Environment, Social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), Health and Safety [ESHS] oversight shall be required. The Key Expert/s academic and professional qualifications and experience to recognise and to deliver good international industry practice with respect to Environment, Social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), Health and Safety (ESHS) should be specified here. The same expert positions should be included for evaluation in ITC  21.1].*

* ***Institutional and Organisational Arrangements – define the Client’s set-up and the organisation surrounding the assignment and indicate the role and responsibilities of all those involved especially in terms of supervisory responsibility.]***

**PART II − CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Foreword**

1. Part II of the SRFP shall include the appropriate form of contract in Section 8. Unless otherwise agreed with CDB, for higher value and more complex assignments, the form of contract utilised shall either be the large form of contract for time-based assignments or the large form of contract for lump-sum assignments. Alternatively, for lower value and less complex assignments, the simplified form of contract, which can be amended for use with either time-based or lump-sum assignments, should be used. The decisions on whether to use the large or simplified forms of contract is dependent on the complexity, risk and value of the contract and shall be determined on a case-by-case basis. The aforementioned standard forms of contract can be found on the procurement section of CDB’s website.

2. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. The Preface indicates the circumstances under which their use is appropriate.

# Section 8. Standard Forms of Contract

**Preface**

1. **Time-Based Contract**. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant’s remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant’s experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise Consultant and to be involved in the daily execution of the assignment.

2. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bills of quantities, bidding documents, or software programmes. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant’s outputs by the Client is paramount.

***[Note to Client: Insert appropriate form of contract into Section 8 when completing the RFP.*]**

1. Examples of such institutions are universities and research centres. [↑](#footnote-ref-1)
2. Where Contracts are not in USD state basis for exchange rate used. [↑](#footnote-ref-2)
3. As an example, such an undertaking might read as follows: “We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against Prohibited Practices in force in the country of the [Purchaser or Employer], as such laws have been listed by the [Purchaser or Employer] in the Procurement Documents for this contract.” [↑](#footnote-ref-3)