
STANDARD PROCUREMENT DOCUMENTS

**Standard Request for
Proposals
Selection of Consultants**



Caribbean Development Bank

October 2011

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 Guidelines for the Selection and Engagement of Consultants by Recipients of CDB Financing dated October 2011 (“Consultant’s Guidelines”) 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 commercial practice, use of country systems, selection of individual consultants, single source selection (SSS) and in the case of entering into an agreement with a United Nations agency 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 Consultant’s Guidelines and must have chosen an appropriate method and the appropriate contract form. The SRFP includes two standard forms of contract: one for time-based assignments and the other for lump-sum assignments. The prefaces of these two contracts indicate the circumstances in which their use is most appropriate. This SRFP also includes samples of contracts that may be used for smaller contracts (USD150,000 equivalent or less) under time-based or lump-sum payment. The use of this SRFP is mandatory for contracts estimated to cost more than USD150,000 except as noted in paragraph 4 above, however Recipients are encouraged to use the sample contracts for smaller assignments under time-based or lump-sum payment included in the SRFP.
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 USD150,000 or less.

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 guidelines or policies 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 – Corrupt and Fraudulent Practices

This Section provides shortlisted consultants with the reference to the Bank's policy in regard to corrupt and fraudulent practices 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 two types of standard contract forms for large or complex assignments and two for small assignments: a Time-Based Contract and a Lump-Sum Contract in each case. Each type includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC") that include clauses specific to each contract to supplement the General Conditions.

Each standard form of contract incorporates "Bank's Policy – Corrupt and Fraudulent Practices" (Section 6 of Part I) in a form of Attachment 1.

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

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

Selection of Consulting Services for: *[insert assignment title]*

Client: *[insert implementing agency]*

Country: *[insert name of country]*

Project: *[insert project name]*

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

Preface

This Request for Proposals (“RFP”) has been prepared by *[insert name of the implementing or executing agency]* and is based on the Standard Request for Proposals (“SRFP”) issued by the Caribbean Development Bank (“Bank”), dated *[Date of Issue]*.

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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PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

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PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1. Letter of Invitation

[Insert: RFP No.....; Loan/Credit/Grant No.]

[insert: Location and Date]

[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 *[insert: Name of Recipient]* (hereinafter called “Recipient”) *[select: has received or has applied for]* financing (hereinafter called “Financing”) from the Caribbean Development Bank (“Bank”) toward the cost of *[insert: name of Project]*. The *[Name of Implementing/Executing Agency]*, an *[implementing/executing]* agency *[if applicable, insert: 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 *[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 Financing Agreement. 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 *[name of Implementing/Executing Agency]* (hereinafter called “Client”) now invites proposals to provide the following consulting services (hereinafter called “Services”): *[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:

[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.]
4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under *[insert: Selection Method]* procedures and in a *[insert proposal format: Full Technical Proposal (FTP) or Simplified Technical Proposal (STP)]* format as described in this RFP, in accordance with the policies of the Caribbean

Development Bank detailed in the Guidelines for the Selection and Engagement of Consultants by Recipients of CDB Financing (dated October 2011 or as revised) (hereinafter called “Consultants’ Guidelines”) which can be found at the following website: www.caribank.org/procurement.

6. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

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

Section 4 - Financial Proposal - Standard Forms

Section 5 - Eligible Countries

Section 6 - Bank’s Policy – Corrupt and Fraudulent Practices

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (*[select: Time-Based or Lump Sum]*)

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

- (a) that you have received the Letter of Invitation; and
- (b) 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.

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

Yours sincerely,

[Insert: Signature, name, and title of Client’s authorized representative]

Section 2. Instructions to Consultants and Data Sheet

[“Notes to the 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].

A. General Provisions

2. 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**.

3. Conflict of Interest

3.1 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.

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

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

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

b. Conflicting Assignments

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

c. Conflicting Relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Recipient or the Client or of a recipient of a part of the Financing who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference (TOR) for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

(iv) Any other types of conflicting relationships as indicated in the **Data Sheet**.

4. Unfair Competitive Advantage

4.1 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.

5. Corrupt and Fraudulent Practices

5.1 The Bank requires compliance with its policy in regard to corrupt, fraudulent or prohibited practices as set forth in Section 6.

5.2 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.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, Joint Venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in its Consultants' Guidelines.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

1. A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 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

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

(a) as a matter of law or official regulations, the Borrower'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

(b) 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, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**c. Restrictions for
Government-owned
Enterprises**

6.3.3 Local or regional Government-owned or controlled enterprises or institutions may participate only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Recipient or Sub-Recipient. As an exception to the above, when the services of government-owned enterprises or institutions are of unique and exceptional nature or where there are limited suitable private sector alternatives, and their participation is critical to project implementation, CDB may agree on the hiring of those institutions on a case-by-case basis. On the same basis, university professors or scientists from research institutes can be contracted individually under CDB financing.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Recipient's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations or policies of the Recipient's country and they (i) are on leave of absence without pay, or have resigned or retired; (ii) are not being hired by the

same agency they were working for before going on leave of absence without pay, resigning or retiring [footnote: in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Recipient's country, whichever is longer.]

B.

Preparation of Proposals

7. 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.

8. 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.

9. Language

9.1 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**.

10. Documents Comprising the Proposal

1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

2. 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 fraud and corruption (including bribery).
3. 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.

11. 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 the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

1. The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
2. 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.

3. 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 sanctions in accordance with Clause 5 of this ITC.
- a. Extension of Validity Period**
4. 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.
 5. 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.
 6. 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**
7. 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 to be based on the evaluation of the CV of the original Key Expert.
 8. 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

9. The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the **Data Sheet**.

13. Clarification and Amendment of RFP

13.1 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.
 2. 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.
2. 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.

- 14. Preparation of Proposals – Specific Considerations**
1. While preparing the Proposal, the Consultant must give particular attention to the following:
 - 1.1. 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**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. 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.
 - 1.2. 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.
 - 1.3. 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**.
 - 1.4. For assignments under the Fixed-Budget Selection method, the estimated Key Experts' time input is not disclosed. Total available budget, exclusive of taxes payable in the Recipient's country, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

- 15. 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.
 - 1.1. 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.
 2. 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.
- 16. 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**.
 2. 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**.
 3. 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**.
 4. 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.
- a. Price Adjustment**
- b. Taxes**
- c. Currency of Proposal**

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 OPEN—UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”

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**” followed by the 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's 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 a reputable public auditor or independent authority 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

a. 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.

b. 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.

c. 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.

D.

Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date 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.

a. 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.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated 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; publish the award information 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 on the date and at the location specified in the **Data Sheet**.

Instructions to Consultants

DATA SHEET

[“Notes 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 (c) | <i>[Notes 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]</i> |
| 2.1 | <p>Name of the Client: _____</p> <p>_____</p> <p>Method of Selection: _____ as per _____</p> <p>Applicable Guidelines: _____ dated _____</p> <p>available on www. _____</p> |
| 2.2 | <p>Financial Proposal to be submitted together with Technical Proposal: Yes ___ No ___</p> <p>The name of the assignment is: _____</p> |
| 2.3 | <p>A pre-proposal conference will be held: Yes ___ or NO _</p> <p><i>[If “Yes”, fill in the following:]</i></p> <p>Date of pre-proposal conference: _____</p> <p>Time: _____</p> <p>Address: _____</p> <p>Telephone: _____ Facsimile: _____</p> <p>E-mail: _____</p> <p>Contact person/conference coordinator: _____</p> |
| 2.4 | <p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: _____</p> <p><i>[list or state “n/a” if none]</i></p> <p>_____</p> |

| ITC Clause Reference | A. GENERAL |
|-----------------------------|---|
| 3.2.1 | 3.2.1 (iv) No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Experts in their Technical Proposal, such Experts must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his Technical Proposal.] |
| 4.1 | <i>[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]</i> |
| 6.3.1 | Currently no debarment list is available. |
| 6.3.2 | For the information of the shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded: (a) _____ [<i>list country/countries following approval by the Bank to apply the restriction or state “none”</i>] (b) _____ [<i>list country/countries</i>] |
| | B. PREPARATION OF PROPOSALS |

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| <p>9.1</p> | <p>This RFP has been issued in the English language.</p> <p><i>[Notes to Client: If the shortlist comprises national firms only, the national or nation-wide used language can be used subject to prior agreement with the Bank.]</i></p> <p><i>[Notes to Client: If RFP is issued in two languages as agreed with the Bank, use the following text:</i></p> <p>In addition, the RFP is translated into the _____ <i>[insert national or nation-wide used]</i> language. Consultant has a choice of submitting the Proposal in either of the two languages stated above. In case of winning, the Contract will be signed in the language of the Proposal which</p> |
| <p>ITC Clause Reference</p> | <p>B. PREPARATION OF PROPOSALS</p> |
| | <p>shall be the governing language of the Contract.]</p> <p><i>[Notes to Client: If RFP is issued in one language only use the following text:</i></p> <p>Proposals shall be submitted in the English language.</p> <p>All correspondence exchange shall be in the English language.</p> |

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| 10.1 | <p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (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 <p>OR</p> <p><u>For SIMPLIFIED TECHNICAL PROPOSAL (STP):</u> 1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH -1 (3) TECH-4 (4) TECH-5 (5) TECH-6 <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <ol style="list-style-type: none"> (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 | <p>Statement of Undertaking is required Yes _____, or NO _____ <i>[Notes to Client: If Yes, make sure to include paragraph (e) in Form TECH-1]</i></p> |
| ITC Clause Reference | B. PREPARATION OF PROPOSALS |
| 11.1 | <p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible Yes _____ or NO _____</p> |
| 12.1 | <p>Proposals must remain valid for <i>[insert a number: normally between 30 and 90 days]</i> calendar days after the proposal submission deadline, i.e. until: <i>[Insert the date]</i></p> |

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| 12.9c | <i>[Notes 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.]</i> |
| 13.1 | <p>Clarifications may be requested not later than _____ <i>[Insert number]</i> days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: _____</p> <p>Facsimile: _____ E-mail: _____</p> |
| 14.1.1 | <p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes _____ or NO _____</p> <p>OR</p> <p>(b) other shortlisted Consultants: Yes _____ or NO _____</p> |
| 14.1.2 | <p><i>[Client Notes: The Consultants' Guidelines, paragraph 2.4, makes this optional but is not used for Fixed Budget method. If not used, state "Not Applicable". If used, insert the following:</i></p> <p>Estimated input of Key Experts' time input _____ person-months/ person-days.</p> <p>[OR]</p> <p>Estimated total cost of the assignment _____ <i>[Indicate only either time input (person days or person months) or total cost but not both]</i></p> |
| ITC Clause Reference | B. PREPARATION OF PROPOSALS |

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| <p>14.1.3</p> | <p><i>[Client Notes: Used for Time-Based Contracts only. If not used, state “Not Applicable”. If used, insert the following:</i></p> <p>The Consultant’s Proposal must include <u>the minimum</u> Key Experts’ time-input of _____</p> <p>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:</p> <p>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.]</p> |
| <p>14.1.4</p> | <p><i>[Client Notes: Used for Fixed Budget method.]</i></p> <p>The total available budget for this Fixed-Budget assignment is: _____ (<i>inclusive</i> or <i>exclusive</i> of taxes). Proposals exceeding the total available budget will be rejected.</p> <p><i>[Notes to Client: If inclusive, indicate tax estimates separately]</i></p> |
| <p>15.2</p> | <p>The format of the Technical Proposal to be submitted is: FTP _____ or STP _____ <i>[check the applicable format]</i></p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p> |
| <p>16.1</p> | <p><i>[Notes to Client: A <u>sample</u> 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:]</i></p> <ol style="list-style-type: none"> (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; |

| ITC Clause Reference | B. PREPARATION OF PROPOSALS |
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| | <p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any);</p> <p>(8) <i>[insert relevant type of expenses, if/as applicable]</i>.</p> |
| 16.2 | <p>A price adjustment provision applies to remuneration rates: Yes _____ or NO _____</p> <p><i>[Notes 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.]</i></p> <p><i>[If “Yes”, specify whether it applies to foreign and/or local inflation]</i></p> |
| 16.3 | <p><i>[Notes 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].</i></p> <p><i>[Notes to Client: If there is no tax exemption in the Client’s country, insert the following:</i></p> <p>“Information on the Consultant’s tax obligations in the Client’s country can be found <i>[insert reference to the appropriate official source]</i>.”</p> |
| 16.4 | <p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for the Services in US Dollars or the currency of the Consultant’s home country.</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes _____ or NO _____</p> |

| ITC Clause Reference | C. SUBMISSION, OPENING AND EVALUATION |
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| 17.1 | <p>The Consultants [<i>insert</i> “shall” <i>or</i> “shall not”] have the option of submitting their Proposals electronically.</p> <p><i>[Notes to Client: If “Yes”, insert: The electronic submission procedures shall be: (describe the submission procedure which has been previously agreed with the Bank.)]</i></p> |
| 17.4 | <p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and _____ [<i>Insert number</i>] copies;</p> <p>(b) Financial Proposal: one (1) original.</p> |
| 17.7 and 17.9 | <p>The Proposals must be submitted no later than:</p> <p>Date: _____ day/month/year [<i>for example, 15 January, 2011</i>]</p> <p>Time: [<i>insert time in 24 hour format, for example – “16:00 local time”</i>]</p> <hr/> <p><i>[If appropriate, add translation of the warning marking [“Do not open...”] in the national language to the outer sealed envelope]</i></p> <p>The Proposal submission address is: _____</p> <hr/> |
| 19.1 | <p>An online option of the opening of the Technical Proposals is offered: Yes _____ or NO _____</p> <p><i>[If yes, insert “The online opening procedure shall be: [describe the procedure for online opening of Technical Proposals as agreed with the Bank.]</i></p> <p>The opening shall take place at:</p> <p><i>[Insert: “same as the Proposal submission address” OR insert and fill in the following:</i></p> <p>Street Address: _____</p> <p>Floor, room number _____</p> <p>City: _____</p> <p>Country: _____]</p> <p>Date: same as the submission deadline indicated in 17.7;</p> <p>Time: [<i>insert time in 24h format, for example – “16:00 local time</i> <i>[The time should be immediately after the time for the submission deadline]</i></p> |

| ITC Clause Reference | C. SUBMISSION, OPENING AND EVALUATION |
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| 19.2 | In addition, the following information will be read-out at the opening of the Technical Proposals <i>[insert “n/a” or state what additional information will be read out and recorded in the opening minutes]</i> |

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| <p>21.1 [for FTP]</p> | <p>Criteria, sub-criteria and point system for the evaluation of the Full Technical Proposal are:</p> <hr/> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: [0 - 10]</p> <p>(ii) Adequacy and quality of the proposed methodology, and work plan, including level of detail, in responding to the Terms of Reference:</p> <p style="padding-left: 40px;">(a) Methodology and work plan [Insert points]</p> <p style="padding-left: 40px;">(b) Organisation and staffing (overall team composition)[Insert points]</p> <p style="text-align: right;">Total points for criterion (ii): [20 - 50]</p> <p>(iii) Key Experts' qualifications and competence for the Assignment: <i>{Notes to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p style="padding-left: 40px;">(a) Position K-1: [Team Leader] [Insert points]</p> <p style="padding-left: 40px;">(b) Position K-2: [Insert position title] [Insert points]</p> <p style="padding-left: 40px;">(c) Position K-3:[Insert position title] [Insert points]</p> <p style="text-align: right;">Total points for criterion (iii): [30 - 60]</p> <p><i>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:</i></p> <p style="padding-left: 40px;">(1) General qualifications [Insert weight between 10 and 20 %] (general education and training, experience)</p> <p style="padding-left: 40px;">(2) Adequacy for the Assignment [Insert weight between 60 and 80%] (relevant education, training, experience in the sector/similar assignments)</p> <p style="padding-left: 40px;">(3) [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.) [Insert weight between 0 and 10 %]</p> <p style="text-align: right;">Total weight: 100%</p> |
| <p>ITC Clause Reference</p> | <p style="text-align: center;">C. SUBMISSION, OPENING AND EVALUATION</p> |

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| | <p>(iv) Transfer of knowledge (training) programme (relevance of approach and methodology, if applicable): <i>[normally, not to exceed 10 points]</i></p> <p style="text-align: right;">Total points for criterion (iv): <i>[0 – 10]</i></p> |
| | <p>(v) Participation by nationals among proposed Key Experts <i>[0 – 10]</i> <i>[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]</i></p> <p style="text-align: right;">Total points for the five criteria: 100</p> <p>The minimum technical score (St) required to pass is: <i>[Insert number]</i></p> <p><i>[Notes to Client: the indicative range is 70 to 85 on a scale of 1 to 100]</i></p> |
| <p>21.1 [for STP]</p> | <p>Criteria, sub-criteria and point system for the evaluation of the Simplified Technical Proposal are:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference: Total points for criterion (i): <i>[20 - 40]</i></p> <p>(ii) Key Experts' qualifications and competence for the Assignment: <i>{Notes to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p style="padding-left: 40px;">(a) Position K-1: [Team Leader] <i>[Insert points]</i></p> <p style="padding-left: 40px;">(b) Position K-2: <i>[Insert position title]</i> <i>[Insert points]</i></p> <p style="padding-left: 40px;">(c) Position K-3: <i>[Insert position title]</i> <i>[Insert points]</i></p> <p style="text-align: right;">Total points for criterion (ii): <i>[60-80]</i></p> <p>Total points for the two criteria: 100</p> <p>The minimum technical score (St) required to pass is: <i>[Insert number]</i></p> <p><i>[Notes to Client: the indicative range is 70 to 85 on a scale of 1 to 100]</i></p> |
| <p>ITC Clause Reference</p> | <p style="text-align: center;">C. SUBMISSION, OPENING AND EVALUATION</p> |

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|--------------------------|--|
| 23.1 | <p>An online option of the opening of the Financial Proposals is offered: Yes ____ or NO ____.</p> <p><i>[Notes 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.]</i></p> |
| 25.2 | <p>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, finalized (using the itemized 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.</p> |
| 26.1 | <p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <i>[indicate local currency or fully convertible foreign currency]</i></p> <p>The official source of the selling (exchange) rate is: _____</p> <p>The date of the exchange rate is: _____</p> <p><i>[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.]</i></p> |
| 27.1 [a.QCBS only] | <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which (Sf) is the financial score; (Fm) is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = _____ <i>[Insert weight:]</i>; and P = _____ <i>[Insert weight:]</i></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights:</p> <p>(T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p> |

| ITC Clause Reference | D. NEGOTIATIONS AND AWARD |
|----------------------|--|
| 28.1 | <p>Expected date and address for contract negotiations:</p> <p>Date: _____ day/month/year <i>[for example, 15 January, 2011]</i></p> <p>Address: _____</p> |
| 30.1 | <p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: <i>[insert the website(s) address where the information will be published]</i>.</p> <p><i>[Notes to Client: The website(s) shall be as specified in paragraph 7 of Appendix 1 of the Consultants' Guidelines.]</i></p> <p>The award information will include the following:</p> <ul style="list-style-type: none"> (a) the names of all consultants who submitted proposals; (b) the technical points assigned to each consultant; (c) the evaluated prices of each consultant; (d) the final point ranking of the consultants; and (e) the name of the winning consultant and the price, duration, and summary scope of the contract. <p>The publication will be done within <i>[insert number of]</i> days after the contract signing.</p> |
| 30.2 | <p>Expected date for the commencement of Services:</p> <p>Date: _____ <i>[Insert month and year]</i> at: _____ <i>[Insert location]</i></p> |

Section 3. Technical Proposal – Standard Forms

{Notes 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: | | FOR M | DESCRIPTION | Page Limit [each MDB to set the limit, if applicable] |
|---------------|-----------------|-------------------|---|---|
| FT P | ST P | | | |
| √ | √ | 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. | |
| “√” | 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. | |
| √ | | TECH-2 | Consultant’s Organisation and Experience. | |
| √ | | TECH-2A | A. Consultant’s Organisation | 3 |
| √ | | TECH-2B | B. Consultant’s Experience | 3 |
| √ | | 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 | 2 |
| √ | | TECH-3B | B. On the Counterpart Staff and Facilities | 2 |
| Required for: | | FOR M | DESCRIPTION | Page Limit [each MDB to set the limit, if applicable] |

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| FT P | ST P | | | |
|-----------------|-----------------|--------|--|-----------|
| √ | √ | TECH-4 | Description of the Approach, Methodology and Work Plan for Performing the Assignment | 10 |
| √ | √ | TECH-5 | Work Schedule and Planning for Deliverables | 10 |
| √ | √ | 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 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 regard to corrupt and fraudulent practices as per ITC 5.
- (e) *[Note to Consultant: 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 fraud and corruption, including bribery, 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 *[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 EURO)/Amount Paid to Your Firm | Role on the Assignment |
|------------------------------------|--|--|---|--|
| <i>{e.g. Jan. 2009- Apr. 2010}</i> | <i>{e.g. “Improvement quality of.....”: designed master plan for rationalization of; }</i> | <i>{e.g. Ministry of, country}</i> | <i>{e.g. US\$1 million/ US\$0.5 million}</i> | <i>{e.g. Lead partner in a JV A&B&C}</i> |
| | | | | |

| | | | | |
|----------------------------|---|---|--|-------------------------------|
| <i>{e.g. Jan-May 2008}</i> | <i>{e.g. “Support to sub-national government.....” : drafted secondary level regulations on.....}</i> | <i>{e.g. municipality of....., country}</i> | <i>{e.g. US\$0.2 million/ US\$0.2 million}</i> | <i>{e.g. sole Consultant}</i> |
|----------------------------|---|---|--|-------------------------------|

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)}:

- (a) Technical Approach and Methodology
- (b) Work Plan
- (c) Organisation and Staffing

- (a) **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.}
- (b) **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}

- (a) **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.}
- (b) **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 | | | | | | | | | | | TOTAL | |
|------------|---|--------|---|---|---|---|---|---|---|---|-------|---|-------|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | n | | |
| D-1 | <i>{e.g. Deliverable #1: Report A</i> | | | | | | | | | | | | | |
| | <i>1) data collection</i> | | | | | | | | | | | | | |
| | <i>2) drafting</i> | | | | | | | | | | | | | |
| | <i>3) inception report</i> | | | | | | | | | | | | | |
| | <i>4) incorporating comments</i> | | | | | | | | | | | | | |
| | <i>5)</i> | | | | | | | | | | | | | |
| | <i>6) delivery of final report to Client}</i> | | | | | | | | | | | | | |
| D-2 | <i>{e.g. Deliverable #2:.....}</i> | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

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.

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-
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

| No | 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 | | |
| | | | [Field] | [0.5 m] | [2.5] | [0] | | | | | | | | 3 |
| K-2 | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| K-3 | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | Subtotal | | | | |
| NON-KEY EXPERTS | | | | | | | | | | | | | | |
| N-1 | | | [Home] | | | | | | | | | | | |
| | | | [Field] | | | | | | | | | | | |
| N-2 | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | Subtotal | | | | |
| | | | | | | | | | | Total | | | | |

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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. | <i>{e.g. K-1, TEAM LEADER}</i> |
| Name of Expert: | <i>{Insert full name}</i> |
| Date of Birth: | <i>{day/month/year}</i> |
| 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 |
|--------------------------------|---|---------|--|
| <i>[e.g. May 2005-present]</i> | <i>[e.g. Ministry of, Advisor/ Consultant to... For references: Tel...../e-mail; Mr. Hbbbb, Deputy Minister]</i> | | |
| | | | |
| | | | |

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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 sanctions by the Bank.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized Representative of the Consultant (same who signs the Proposal)

Signature

Date

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.

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 of Agent(s)/Other Party | Amount and Currency | Purpose |
|---|------------------------|---------|
| | | |
| | | |
| | | |

{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 | | | |
|--|---|---|---|---|
| | <i>{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are</i> | | | |
| | <i>{Insert Foreign Currency # 1}</i> | <i>{Insert Foreign Currency # 2, if used}</i> | <i>{Insert Foreign Currency # 3, if used}</i> | <i>{Insert Local Currency, if applicable}</i> |
| Cost of the Financial Proposal | | | | |
| Including: | | | | |
| (1) Remuneration | | | | |
| (2) <i>[Reimbursables]</i> | | | | |
| <u>Total Cost of the Financial Proposal:</u> <i>{Should match the amount in Form FIN-1}</i> | | | | |
| Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded | | | | |
| (i) <i>{insert type of tax e.g., VAT or sales tax}</i> | | | | |
| (ii) <i>{e.g., income tax on non-resident experts}</i> | | | | |
| (iii) <i>{insert type of tax}</i> | | | | |
| <u>Total Estimate for Indirect Local Tax:</u> _____ | | | | |

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 Remunera tion Rate ⁴ | Time Input in Person- months/ Person- days (from TECH-6) | {Curre ncy # 1- as in FIN-2} | {Curre ncy # 2- as in FIN-2} | {Curren cy # 3- as in FIN-2} | {Local Currenc y - as in FIN-2} |
| Key Experts | | | | | | | | |
| K- 1 | | | [Home] | | | | | |
| | | | [Field] | | | | | |
| K- 2 | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Non-Key Experts | | | | | | | | |
| N- 1 | | | [Home] | | | | | |
| N- 2 | | | [Field] | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | Total Costs | | | | |

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^o | 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} |
| | <i>{e.g., Per diem Allowances*}</i> | <i>{Night}</i> | | | | | | |
| | <i>{e.g., International Flights}</i> | <i>{Ticket}</i> | | | | | | |
| | <i>{e.g., In/Out Airport Transportation}</i> | <i>{Trip}</i> | | | | | | |
| | <i>{e.g., Communication Costs between {Insert place} and {Insert place}}</i> | | | | | | | |
| | <i>{ e.g., Reproduction of Reports}</i> | | | | | | | |
| | <i>{e.g., Office Rent}</i> | | | | | | | |
| | | | | | | | | |
| | <i>{Training of the Client's Personnel – if required in Terms of Reference}</i> | | | | | | | |
| 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 (firms and individuals) from eligible countries to offer consulting services for projects it finances. Eligible countries are member countries of CDB, as listed below or subsequently revised and any other countries which are indicated as eligible in the Financing Agreement.

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

Section 6 – Bank Policy – Corrupt and Fraudulent Practices

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

Section 6. Bank Policy – Corrupt and Fraudulent Practices

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

1. It is Caribbean Development Bank's (CDB's) policy to require that Recipients (including beneficiaries of the Financing), as well as bidders, suppliers (including suppliers of consulting services), and contractors under CDB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, CDB:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "collusive practices" means a scheme or an arrangement between two or more bidders, with or without the knowledge of the Recipient, designed to establish bid prices at artificial, non-competitive levels; and
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (c) will normally cancel the portion of the Financing allocated to a contract if it determines at any time that representatives of the Recipient or of a beneficiary of the Financing engaged in corrupt, fraudulent, collusive, or coercive 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;
- (d) will sanction a body corporate or individual, including declaring the body corporate or individual ineligible, either indefinitely or for a stated period of time, to be awarded a CDB-financed contract if it at any time determines that the body corporate or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a CDB-financed contract; and

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by the Financing, requiring bidders, suppliers and contractors to permit CDB to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by CDB.

2. With the specific agreement of CDB, a Recipient may introduce, into the RFP for contracts financed by CDB, a requirement that the consultant include in the proposal an undertaking by the consultant to observe, in competing for and executing a contract, the country's laws against fraud and corruption (including bribery), as listed in the RFP¹. CDB will accept the introduction of such a requirement at the request of the Recipient's country, provided the arrangements governing such undertaking are satisfactory to CDB.

¹As 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 observe the laws against fraud and corruption in force in the country of the Client, as such laws have been listed by the Client in the RFP for this contract."

Section 7. Terms of Reference

[Notes 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. In those cases where this is not so the TOR, prepared by the Client, should follow the following format:

- *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.*
- *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.*
- *Data, Local Services, Personnel, and Facilities to be provided by the Client – list in detail all the information and services that will be made available; office space, transportation, computer and telecommunication services, counterpart staff.*
- *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 includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) included in the Master Document for Selection of Consultants prepared by participating Multilateral Development Banks (MDBs) which are to be used for larger assignments. It also includes formats for a Time-Based Contract and a Lump-Sum Contract for small assignments, not exceeding USD150,000, which have been prepared by the Caribbean Development Bank.

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.

3. Recipients shall use the appropriate Standard Form of Contract issued by CDB with minimum changes, acceptable to CDB, as necessary to address specific country and project issues. Any such changes shall be introduced only through Contract Data Sheets or through Special Conditions of Contract and not by introducing changes in the wording of the General Conditions of Contract included in CDB's Standard Form. These forms of contract cover the majority of consulting services. When these forms are not appropriate (for example, for pre-shipment inspection, procurement services, training of students in universities, advertising activities in privatisation, or twinning) Recipients shall use other contract forms acceptable to CDB.

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