

STANDARD PROCUREMENT DOCUMENTS

**Standard Consultancy
Procurement Document**

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21 May 2018

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SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

Selection of Consulting Services for:

Consultant for the Project Implementation Unit (PIU)

Client: GASCO

Country: Egypt

Project: EGAS Energy Efficiency Project

Project number: 48901

Issued on: 21 May 2018

TABLE OF CLAUSES

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1.1 Letter of Invitation

Section 1.2 Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions
2. Introduction
3. Conflict of Interest
4. Unfair competitive advantage
5. Prohibited Practices
6. Eligibility
7. General Considerations
8. Cost of Preparation of Response
9. Language
10. Only One Response
11. Clarification and Amendment of the Invitation Documents
12. Confidentiality

B. Expressions of Interest

13. Documents Comprising the Expression of Interest
14. Preparation of Expressions of Interest – Specific Considerations
15. Format and Content of the Expression of Interest
16. Submission, Sealing, and Marking of Expressions of Interest
17. Opening of Expressions of Interest
18. Evaluation of Expressions of Interest
19. Shortlisting

C. Request for Proposals

20. Documents Comprising the Proposal
21. Proposal Validity
22. Preparation of Proposals – Specific Considerations

23. Technical Proposal Format and Content
24. Financial Proposal
25. Submission, Sealing and Marking of Proposals
26. Opening of Technical Proposals
27. Proposals Evaluation
28. Evaluation of Technical Proposals
29. Financial Proposals for QBS
30. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)
31. Correction of Errors
32. Taxes
33. Conversion to Single Currency
34. Combined Quality and Cost Evaluation
35. Negotiations
36. Conclusion of Negotiations
37. Award of Contract

D. Data Sheet

Section 1.3. Evaluation Criteria

Section 1.4. Technical Proposal – Standard Forms

1. Checklist of Required Forms
2. Form TECH-1: Response Submission Form
3. Form TECH-2 (FTP/EoI): Consultant's Organization and Experience
4. Form TECH-3 (FTP): Comments and Suggestions on Terms of Reference, Counterpart Staff and Facilities to be Provided by Client
5. Form TECH-4 (FTP): Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
6. Form TECH-4 (STP): Description of Approach, Methodology and Work Plan for Responding to the Terms of Reference
7. Form TECH-5 (FTP/STP): Work Schedule and Planning for Deliverables
8. Form TECH-6 (FTP/STP): Team Composition, Assignment and Key Experts' Time Input; and CV Form
9. Form TECH-7 (EoI): CV Form

Section 1.5. Financial Proposal – Standard Forms

1. Form FIN-1: Financial Proposal Submission Form
2. Form FIN-2: Summary of Costs
3. Form FIN-3 Breakdown of Costs

PART II - REQUIREMENTS

Section 2.1. Terms of Reference

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 3.1. Standard Forms of Contract

Lump sum Form of Contract

Section 1a. Procurement Notice –

Single Stage Open Competitive Selection – Request for Proposals

| | |
|-------------------------|---|
| Assignment name | EGAS Energy Efficiency Project - Consultant for the Project Implementation Unit (PIU) |
| Business sector: | Natural Resources |
| Project number: | 48901 |
| Funding source | EBRD loan proceeds |
| Type of contract | Consultancy Services |
| Type of notice | Request for Proposals |
| Issue date | 21 May 2018 |
| Closing date | 5 July 2018 |

Executing Agency (Client):

The Egyptian Natural Gas Company (GASCO)
Maddi Ring Road Exit 12
90th St., Fifth district
New Cairo-Egypt]

The Client Contact Persons

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and

Dr. Eng. Ahmed El Tonbary,
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Project Description:

The European Bank for Reconstruction and Development (the “EBRD” or the “Bank”) has agreed to provide a sovereign loan up to USD 200 Mln to the Arab Republic of Egypt to be on-lent to Egyptian Natural Gas Holding Company (“EGAS”) and its subsidiary the Egyptian Natural Gas Company (GASCO) (“GASCO”, or the “Company”, or the “Client”), established under the investment law no. 230 of year 1989 amended by law 72 of year 2017 and their amendments, collaboratively the sole operator of the natural gas system in Egypt. The proposed project consists of energy efficiency investments in the Egyptian gas pipeline infrastructure fully consistent with the Bank’s Green Economy Transition Approach (“GET”), thereby contributing to the enhanced sustainability of the gas

transmission market and to the expansion of the ongoing policy dialogue effort in energy efficiency in the oil and gas sector (the “Project”).

The Project intends to focus on energy efficiency investments comprising of waste heat recovery from compression stations at gas processing plants, including the Dahshour compression station. Subject to agreement between GASCO and EBRD additional components may be included in the project during the implementation phase.

The services required to be rendered by the Consultant for the following components of the project to be financed by the Bank (*tentative list subject to changes*):

- (a) Dahshour Compression Station - Lot1 Compression Trains, including O&M and spare parts,
- (b) Dahshour Compression Station - Lot2 WHRU and ORC technologies, including O&M and spare parts,
- (c) Dahshour Compression Station - Lot3 Grid Connection, including O&M and spare parts, and
- (d) Dahshour Compression Station - Lot 4 Balance of plant Instrumentation and Control, including O&M and spare parts.

Assignment Description:

The Client now intends to select and contract a consulting company (the Consultant) to the Assignment, on the basis of the Consultancy Procurement Document (CPD) in attachment.

The expected outcome of the Assignment is a successful implementation of the Project.

The selected Consultant is expected to provide the following services:

1. Support in the finalisation of the technical documentation of the Project to ensure compliance with EBRD’s Procurement Policies and Rules (PP&R)
2. Development of Operating Procedures for the Project Implementation Unit
3. Support during the Procurement Process
4. Support during the Evaluation Process
5. Support during Contract finalisation
6. Environmental and Social Action Plan

Consultant Selection Procedure: Single stage open competitive selection

Interested firms **or** groups of firms are invited to submit a Technical and Financial Proposal.

Assignment Start Date and Duration: The Assignment is expected to start in October 2018 and has an estimated overall duration of about 36 months.

Input Estimate for the Assignment: The estimated input of the key experts will be 100 Man-months. Intermittent inputs are expected by the experts.

Subject to availability of funding, the performance of the selected Consultant and the specific needs of the Client the Assignment may be extended beyond the current scope.

Funding Source: It is anticipated that the contract will be financed by EBRD loan proceeds. Selection and contracting is subject to the availability of funding.

Eligibility: There are no eligibility restrictions based on the consultant's country of origin.

Submission Requirements: In order to determine the capability and experience of Consultants seeking to be selected, the consultant shall submit a Response in accordance with the Consultancy Procurement Document (CPD).

www.gasco.com.eg

Important Notes:

1. The selection will normally be made from the Proposals received in response to this notification only, on the basis of the selection criteria set out in the CPD. The highest-ranked Consultant will be selected and be invited to negotiate the contract, subject to availability of funding.
2. Any updates of and clarifications on this procurement notice and/or the CPD shall be announced as updates on this notice, without any other notification. In the event of changes to the CPD, consultants will need to download the updated version of the CPD. Consultants are required to periodically check the notice for updates. Failure to take the updates into account while preparing the Proposal may result in disqualification or penalties to the scores in the evaluation.

Section 1b. Letter of Invitation –
Single Stage Open Competitive Selection – Request for Proposals

**EGAS Energy Efficiency Project Egypt - Consultant for the
Project Implementation Unit (PIU)**

Dear Sir or Madam,

1. The Arab Republic of Egypt and its Egyptian Natural Gas Holding Company (“EGAS”) and its subsidiary The Egyptian Natural Gas Company (“GASCO” or the “Client”), has received financing from the European Bank for Reconstruction and Development (the “Bank”) in the form of a loan toward the cost of EGAS Energy Efficiency Project. EGAS (the "Client") intends to apply a portion of the proceeds of this Loan to eligible payments under the contract for which this Request for Proposals is issued.

Payments by the Bank will be made only at the request of the Client and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan 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 Client shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.

2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): Consultant for the Project Implementation Unit (PIU). More details on the Services are provided in the Terms of Reference (Section 2.1).
3. A firm will be selected under Selection Method: QCBS procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the European Bank for Reconstruction and Development detailed in the EBRD Procurement Policies and Rules (“PP&R”) and the Guidelines for Clients Managing Donor or Loan Funded Consultancy Assignments (“Guidelines”) which can be found at the following website: www.ebrd.com.

4. The RFP includes the following documents:

Section 1.1 - Letter of Invitation

Section 1.2 - Instructions to Consultants and Data Sheet (Section B. "Expressions of Interest" will not be applicable to this selection.)

Section 1.3 – Evaluation Criteria

Section 1.4 - Technical Proposal FTP - Standard Forms

Section 1.5 - Financial Proposal - Standard Forms
Section 2.1 - Terms of Reference
Section 3.1 - Standard Forms of Contract (Lump-sum-based)

5. Details on the proposal's submission date, time and address are provided in Clauses 25.8 and 25.10 of the ITC.

Yours sincerely,

Eng. Hamdy Amin Mohamed Chairman Assistant, Material & Stock Control

Contact persons:

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Section 1.2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (i) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (ii) “Applicable Guidelines” means the policies of the European Bank for Reconstruction and Development governing the selection and Contract award process as set forth in this CPD.
- (iii) “Applicable Law in The Client’s Country” means the laws and any other instruments having the force of law in the Client’s country
- (iv) “Bank” or “EBRD” means the European Bank for Reconstruction and Development.
- (v) “Recipient” means the Government, Government agency or other entity that signs the loan, grant, financing or project agreement with the Bank.
- (vi) “Client” means the executing agency that signs the Contract for the Services with the selected Consultant.
- (vii) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (viii) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Contract Form (the General Conditions of Contract (“GCC”), the Special Conditions of Contract (“SCC”), and the Appendices).
- (ix) “CPD” means the Consultancy Procurement Document to be prepared by the Client for the selection of Consultants, based on the SCPD.
- (x) “SCPD” means the Standard Consultancy Procurement Document, which must be used by the Client as the basis for the preparation of the CPD.
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- (xi) “Data Sheet” means an integral part of the CPD that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (xii) “Day” means a calendar day.
- (xiii) “Donor” means the provider of the Grant funds as specified in the Data Sheet.
- (xiv) “Electronic Procurement Platform” in these

documents refers to the EBRD Client e-Procurement Portal (ECEPP) provided by the EBRD for use of its clients (or any replacement thereof).

- (xv) “EoI” means an Expression of Interest, by which consultants express their interest to be shortlisted to be invited to submit a proposal for performing the Services.
- (xvi) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (xvii) “Government” means the government of the Client’s country.
- (xviii) “Grant” means the amount of funds to be made available by the Donor to the Bank, as administrator, for the purposes of financing the Contract.
- (xix) “Invitation” means either a Request for Proposals or a request to submit Expressions of Interest, as the case may be.
- (xx) “Joint Venture, Consortium or Association (“JVCA”)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JVCA, and where the members of the JVCA are jointly and severally liable to the Client for the performance of the Contract.
- (xxi) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (xxii) “ITC” means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Responses.
- (xxiii) “LOI” means the Letter of Invitation issued by the Client to the Consultants.
- (xxiv) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (xxv) “Notice” is the procurement notice published on the EBRD’s website and other channels, if applicable, which invites consultants to submit Expressions of Interest or Proposals, as the case may be.
- (xxvi) “Proposal” means the Technical Proposal with, or without a Financial Proposal of the Consultant, as the case

might be.

(xxvii) “Response” means Expression of Interest or Proposal, as the case may be.

(xxviii) “Services” means the work to be performed by the Consultant pursuant to the Contract.

(xxix) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

(xxx) “TORs” means the Terms of Reference that explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from the Consultants responding to this CPD, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The Consultants are invited to submit a Response, which may consist of one of the following: an Expression of Interest, 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 Response will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Responses, including attending a pre-response conference if one is specified in the **Data Sheet**. Attending any such pre-response conference is optional and is at the Consultants’ expense.

2.4 The Client will provide in good time, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Response 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 by the Client, and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be contracted 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 contracted 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 loan or grant who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

(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 Consultants together with this CPD all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

**5. Prohibited
Practices**

5.1 The Bank requires that beneficiaries of Bank financing, as well as tenderers, suppliers, sub-suppliers, contractors, subcontractors, concessionaires, consultants and sub-consultants under Bank financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, Prohibited Practices as one or more of the following:

- (i) a "**coercive practice**" which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (ii) a "**collusive practice**" which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iii) a "**corrupt practice**" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (iv) a "**fraudulent practice**" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) a "**misuse of the Bank's resources**" which means improper use of the Bank's resources, committed either intentionally or through reckless disregard;
- (vi) an "**obstructive practice**" which means (i) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank's investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its

knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (v) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information; and

(vii) a "**theft**" which means the misappropriation of property belonging to another party.

(b) will reject a proposal for award if it determines that the tenderer, supplier, sub-supplier, contractor, subcontractor, concessionaire or consultant or sub-consultant recommended for award has engaged in Prohibited Practices in competing for the contract in question;

(c) will cancel the portion of the Bank financing allocated to a contract for goods, works, services or concessions if it at any time determines that Prohibited Practices were engaged in by representatives of the Borrower or of a beneficiary of the Bank financing during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(d) may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in Prohibited Practices in competing for, or in executing, a Bank-financed contract;

(e) reserves the right, where a Borrower or a beneficiary of Bank financing or a firm has been found by the final judgement of a judicial process in a member country of the Bank or by the enforcement (or similar) mechanism of another international organisation, including Mutual Enforcement Institutions to have engaged in Prohibited Practices.

(i) to cancel all or part of the Bank financing for such Borrower or beneficiary; and

(ii) to declare that such a firm is ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract.

(f) The Client will have the right to require that, in contracts financed by the Bank, a provision be included requiring suppliers, contractors, concessionaires and consultants to permit the Bank to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including JVCAs and their individual members) from all countries to offer consulting services for Bank-financed projects, unless otherwise provided in the Data Sheet.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents

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| | (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Data Sheet. |
| | 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above: |
| a. Sanctions | 6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with the EBRD's Enforcement Policies and Procedures ("EPP") 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 list of debarred firms and individuals is available at the electronic address 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 the Data Sheet or: <ul style="list-style-type: none"> (a) as a matter of law or official regulations, the Recipient's and/or Client'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 Recipient's or Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |
| 7. General Considerations | 7.1 In preparing the Response, the Consultant is expected to examine the CPD in detail. Failure to provide the information requested in the Invitation documents may result in rejection of the Response. |
| 8. Cost of Preparation of Response | 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Response, 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 Response, 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 Response, as well as all correspondence and documents relating to the Response exchanged between the Consultant and the Client, shall be written in the language(s) specified in the Data Sheet . |
| 10. Only One Response | 10.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Response, either in its own |

name or as part of a Joint Venture in another Response. If a Consultant, including any Joint Venture member, submits or participates in more than one Response, all such Responses shall be disqualified and rejected. For the purpose of this Article a sub-consultant is not considered to be participating in a Response.

11. Clarification and Amendment of the CPD

11.1 The Consultant may request a clarification of any part of the Invitation documents during the period indicated in the **Data Sheet** before the Responses' submission deadline. Any request for clarification must be sent in writing, or by electronic means as specified in the **Data Sheet**, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by electronic means, as specified in the **Data Sheet**, and will make written copies of the response (including an explanation of the query but without identifying its source) available to Consultants. Should the Client deem it necessary to amend the Invitation documents as a result of a clarification, it shall do so following the procedure described below:

11.1.1 At any time before the Response submission deadline, the Client may amend the Invitation documents by issuing an amendment in writing or by electronic means as specified in the **Data Sheet**. The amendment will be binding on all Consultants. The Consultants shall acknowledge receipt of all amendments sent in writing, if requested to do so.

11.1.2 If the amendment is substantial, the Client may extend the Response submission deadline to give the Consultants reasonable time to take an amendment into account in their Responses.

11.2 The Consultant may submit a modified Response or a modification to any part of it at any time prior to the Response submission deadline. No modifications to the Response shall be accepted after the deadline.

12. Confidentiality

12.1 From the time the Responses are opened to the time the Shortlist is established, or the Contract is awarded, as the case may be, the Consultant should not contact the Client on any matter related to its Response. Information relating to the evaluation of Responses and award recommendations shall not be disclosed to the Consultants who submitted the Responses or to any other party not officially concerned with the process, until the publication of the Contract award information.

12.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Responses, shortlisting, or Contract award decisions may result in the rejection of its Response, and may be subject to the application of prevailing Bank's sanctions procedures.

12.3 Notwithstanding the above provisions, from the time of the

Responses' opening to the time of Shortlist or Contract award publication, as the case may be, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it may do so only in writing or via commonly accepted electronic means, as applicable.

12.4 Notwithstanding the above provisions, from the time of the Responses' opening to the time of Contract award publication, if a Client wishes to contact the Consultant to request clarifications of any aspect of their Response it may do so only in writing or via the Electronic Procurement Platform, as applicable, providing reasonable time for the Consultant to submit a Response.

B. Expressions of Interest

13. Documents Comprising the Expression of Interest

13.1. The Expression of Interest shall comprise the documents and forms listed in the **Data Sheet**.

13.2. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Expression of Interest and, if shortlisted and awarded, Contract execution, as requested in the Financial Proposal submission form.

14. Preparation of Expressions of Interest – Specific Considerations

14.1. A Consultant may associate with other consultants in the form of a JVCA or as Sub-consultants, if, while preparing the Expression of Interest, the Consultant considers that this may enhance its expertise for the assignment.

15. Format and Content of the Expression of Interest

15.1. An Expression of Interest shall not include any financial information. An Expression of Interest containing material financial information shall be declared non-responsive.

15.2. The Consultant is required to submit an Expression of Interest, using the Standard Forms provided in Section 3 of the CPD.

16. Submission, Sealing, and Marking of Expressions of Interest

16.1 The processes and procedures which apply to the submission and process shall be stated in the Notice and the Data Sheet.

16.2 The submission can be done by mail or by hand, or if specified in the **Data Sheet**, the Consultant shall submit its Expressions of Interest electronically in accordance with such instructions or processes as are provided by the Electronic Procurement Platform. In the event of inconsistencies between the requirements of the Invitation and the requirements of the Electronic Procurement Platform, the requirements of the Electronic Procurement Platform shall take precedence.

16.3 The Consultant shall submit a signed and complete Expression of Interest comprising the documents and forms in accordance with the Invitation and the requirements set out in the

Data Sheet.

16.4 An authorized representative of the Consultant shall sign the original submission letters in the required format for Expression of Interest, and shall initial all pages of the Expression of Interest submitted by mail or by hand. The authorization shall be in the form of a written power of attorney attached to the Expression of Interest.

16.4.1 An Expression of Interest submitted by a JVCA shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative and attached to the Expression of Interest.

16.5 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Expression of Interest.

16.6 The signed Expression of Interest shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

The Expression of Interest shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name and reference number of the assignment, the name and address of the Consultant, and with a warning "**DO NOT OPEN BEFORE** [*Consultant to insert the date and the time of the Expression of Interest submission deadline*]".

16.7 If the envelopes and packages with the Expression of Interest are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Expression of Interest.

16.8 The Expression of Interest 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 Expression of Interest or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

16.9 The Consultant is not permitted to alter or modify its Expression of Interest in any way after the Expression of Interest submission deadline except as permitted under Clause 11.2 of this ITC. While evaluating the Expressions of Interest, the Client will conduct the evaluation solely on the basis of the submitted Expression of Interests and any clarifications sought and received by the Client in accordance with Clause 12.4 of this ITC.

17. Opening of Expressions of Interest

17.1. The opening process of Expressions of Interest submitted by mail or by hand shall be conducted in accordance with this Section. If Expressions of Interest are submitted electronically, the opening process of Expressions of Interest shall be conducted in accordance with such instructions or processes as are provided by the Electronic Procurement Platform, in which case those shall take precedence over the provisions of this section.

17.2. The Client shall conduct the opening of the Expressions of Interest. At the opening of the Expressions of Interest the following shall be recorded: (i) the name and the country of the Consultant or, in case of a JVCA, the name of the JVCA, the name of the lead member and the names and the countries of all members; (ii) any modifications to the Expression of Interest submitted prior to proposal submission deadline; and (iii) any other information deemed appropriate or as indicated in the **Data Sheet**.

18. Evaluation of Expressions of Interest and Shortlisting

18.1 The Client's evaluation committee shall evaluate the Expressions of Interest on the basis of their responsiveness to the Invitation, applying the evaluation criteria, sub-criteria, and point system specified in **Section 1.3 "Evaluation Criteria"**. Each responsive Expression of Interest will be given a technical score. An Expression of Interest shall be rejected at this stage if it does not respond to important aspects of the Invitation.

19. Shortlisting

19.1 A shortlist shall be established on the basis of the scored Expressions of Interest. The shortlist shall normally include no less than three and no more than six qualified and experienced consultants. The list shall comprise a wide geographic spread of consultants, including wherever possible at least one qualified consultant from one of the Bank's countries of operations and no more than two from any one country.

19.2 The shortlisted consultants shall be invited to submit a proposal, on the basis of a Request for Proposals.

19.3 At the same time as inviting the shortlisted consultants, the Client shall notify all consultants who were not shortlisted of the result of the evaluation of the Expressions of Interest, including (i) the names and nationalities of all consultants that have been shortlisted, and (ii) where applicable, the reasons for not being shortlisted.

C. Request for Proposals

20. Documents Comprising the Proposal

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

20.2. The Consultant shall furnish information on commissions, gratuities, and 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 1.5).

21. Validity of Proposals

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

21.2. 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.

21.3. 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

21.4. The Client will make its best effort to complete the evaluation and 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.

21.5. 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.

21.6. 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

21.7. 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.

21.8. 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,

c. Sub-Contracting
22. Preparation of Proposals – Specific Considerations

such Proposal will be rejected with the prior Bank's no objection.
21.9. The Consultant shall not subcontract the whole of the Services, unless otherwise indicated in the **Data Sheet**.

22.1. While preparing the Proposal, the Consultant must give particular attention to the following:

25.8.1. If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a JVCA or as Sub-consultants.

25.8.2. If submitting a Proposal as part of a two stage open competitive selection, shortlisted consultants may associate 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 JVCA or a sub-consultancy, the shortlisted Consultant shall be the lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

25.8.3. The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) 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.

25.8.4. 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**.

25.8.5. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. The total available budget, exclusive of indirect taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

23. Format and Content of the Proposal

23.1. A Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

23.2. 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 1.4 of the CPD.

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| <p>24. Financial Proposal</p> | <p>24.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 1.5 of the CPD. It shall list all costs required by the CPD.</p> |
| <p>a. Price Adjustment</p> | <p>24.2. 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.</p> |
| <p>b. Taxes</p> | <p>24.3. 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 may be provided in the Data Sheet but the onus remains with the Consultant to ascertain the taxes that will apply in the event of a contract.</p> |
| <p>c. Currency of Proposal</p> | <p>24.4. The Consultant shall 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.</p> |
| <p>d. Currency of Payment</p> | <p>24.5. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p> |
| <p>25. Submission, Sealing, and Marking of Proposals</p> | <p>25.1. The processes and procedures which apply to the submission and process shall be stated in the Data Sheet, depending upon the applicable procurement method.</p> |
| | <p>25.2. The submission can be done by mail or by hand, or if specified in the Data Sheet, the Consultant shall submit its Proposal electronically in accordance with such instructions or processes as are provided by the Electronic Procurement Platform. In the event of inconsistencies between the requirements of the CPD and the requirements of the Electronic Procurement Platform, the requirements of the Electronic Procurement Platform shall take precedence.</p> |
| | <p>25.3. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with the CPD and the requirements set out in the Data Sheet.</p> |
| | <p>25.4. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal, and shall initial all pages of both, if submitted by mail or by hand. The authorization shall be in the form of a written power of attorney attached to the Proposal.</p> |
| | <p>25.4.1 A Proposal submitted by a JVCA shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative and attached to the Proposal.</p> |
| | <p>25.5. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.</p> |

25.6. The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

25.7. The Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name and reference number of the assignment, the name and address of the Consultant, and with a warning “Do Not Open Before [*Consultant to insert the date and the time of the Proposal submission deadline*]”.

25.8. If required in the Data Sheet, the Consultant shall submit their Technical Proposal and Financial Proposal under separate sealed envelopes, with the following modalities:

25.8.1. If required in the Data Sheet, the original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, where the Consultant shall mark the name and reference number of the assignment, the name and address of the Consultant, and with a warning “Do Not Open until [*Consultant to insert the date and the time of the Technical Proposal submission deadline*].”

25.8.2. If required in the Data Sheet, the original Financial Proposal (if required for the applicable selection method), submitted by mail or by hand, shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name and reference number of the assignment, the name and address of the Consultant, and with a warning “Do Not Open With The Technical Proposal.”

25.9. 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.

25.10. 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.

26. Opening of Proposals

26.1. The opening process of Proposals submitted by mail or by hand shall be conducted in accordance with this Clause, and will depend on the applicable selection method. If Proposals are submitted electronically, the opening process of Proposals shall be conducted in accordance with such instructions or processes as are provided by the Electronic Procurement Platform, in which case those shall take precedence over the provisions of this section.

26.2. The Client shall conduct the opening of the Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**).

If Financial Proposals are submitted in separate, sealed envelopes, in accordance with Clause 25.8 of the ITC, the envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 30 of the ITC.

26.3. At the opening of the Proposals the following shall be read out, or otherwise communicated: (i) the name and the country 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 and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal (if applicable); (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.

27. Proposals Evaluation

27.1. The opening process of Proposals submitted by mail or by hand shall be conducted in accordance with this Clause, and will depend on the applicable selection method. If Proposals are submitted electronically, the opening process of Proposals shall be conducted in accordance with such instructions or processes as are provided by the Electronic Procurement Platform, in which case those shall take precedence over the provisions of this section.

27.2. If Financial Proposals are submitted in separate, sealed envelopes, 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. The Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 30 of the ITC.

27.3. The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted under Clause 11.2 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation

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| | <p>solely on the basis of the submitted Proposals and any clarifications sought and received by the Client in accordance with Clause 12.4 of this ITC.</p> |
| <p>28. Evaluation of Technical Proposals</p> | <p>28.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference 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 CPD or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> |
| <p>29. Financial Proposals for QBS</p> | <p>29.1 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.</p> <p>29.2 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.</p> |
| <p>30. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p> | <p>30.1 If Financial Proposals are submitted in separate, sealed envelopes, in accordance with Clause 25.8 of the ITC, the opening process of Financial Proposals submitted by mail or by hand shall be conducted in accordance with this Section, and will depend on the applicable selection method. If Financial Proposals are submitted electronically, the opening process of Financial Proposals shall be conducted in accordance with such instructions or processes as are provided by the Electronic Procurement Platform, in which case those shall take precedence over the provisions of this section.</p> <p>30.2 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Technical Proposals were considered non-responsive to the CPD (including the 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 the scores obtained for the sub-criteria) 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</p> |

Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

30.3 The Financial Proposals shall be opened by the Client 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 break-down by criterion, shall be read aloud or otherwise communicated. 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.

31. Correction of Errors

31.1 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

If a Time-Based contract form is included in the CPD, 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

31.1.2 If a Lump-Sum contract form is included in the CPD, 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 Clause 32 of the ITC below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

32. Taxes

32.1 Except as set out in Sub-clause 32.2, all taxes are deemed included in the Consultant's Financial Proposal, and, therefore, included in the evaluation.

32.2 Any local identifiable indirect taxes levied on the contract

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| | <p>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.</p> |
| <p>33. Conversion to Single Currency</p> | <p>33.1 For evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.</p> |
| <p>34. Combined Quality and Cost Evaluation</p> | |
| <p>a. Quality- and Cost-Based Selection (QCBS)</p> | <p>34.1 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.</p> |
| <p>b. Fixed-Budget Selection (FBS)</p> | <p>34.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.</p> |
| | <p>34.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the CPD, and invite such Consultant to negotiate the Contract.</p> |
| <p>c. Least-Cost Selection</p> | <p>34.4 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.</p> |
| <p>35. Negotiations</p> | <p>35.1 Prior to contract negotiations, the Client shall notify all unsuccessful consultants of the results of the consultant selection process, identifying the name of the assignment and the following information: (i) name of each consultant whose financial proposals were opened; (ii) combined technical and financial scores of all consultants whose financial proposals were opened (ii) prices of financial proposals as read out at financial proposal opening; (iii) if applicable, an explanation why the evaluated price differs from the price of the evaluated proposal; and (iv) name of the winning consultant, and the agreed contract price, as well as the duration and summary scope of the contract signed. At the same time, the Client shall also arrange for the publication of the above information on the Bank’s website.</p> <p>Where the electronic procurement platform is used, publication is made upon completion of the selection process, prior to contract negotiations.</p> <p>35.2 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.</p> |

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| <p>a. Availability of Key Experts</p> | <p>35.3 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.</p> |
| <p>b. Technical negotiations</p> | <p>35.4 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 21 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. 35.5 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.</p> |
| <p>c. Financial negotiations</p> | <p>35.6 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “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.</p> |
| <p>36. Conclusion of Negotiations</p> | <p>35.7 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.</p> <p>35.8 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.</p> <p>35.9 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.</p> |
| <p>36. Conclusion of Negotiations</p> | <p>36.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant’s authorized representative.</p> <p>36.2 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</p> |

**37. Award of
Contract**

informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

37.1 After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable and sign the Contract;

37.2 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

| A. General | |
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| ITC Clause Reference | |
| 2.1 | <p>Name of the Client: GASCO</p> <p>Method of evaluation:</p> <p>QCBS as per Applicable Guidelines: EBRD Procurement Policies and Rules ("PP&R") dated November 2017 and the Guidelines for Clients Managing Donor Funded Consultancy Assignments dated October 2014 (in particular Section 3 and therein subsection 3.2 are relevant).</p> |
| 2.2 | <p>Procurement method</p> <p>Single Stage Open Competitive Selection – Request for Proposal</p> <p>Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>The name of the assignment is: Consultant for the Project Implementation Unit (PIU) – EGAS Egypt</p> <p>The procurement will be undertaken using the Electronic Procurement Platform: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> |
| 2.3 | A pre-response conference will be held: Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/> |
| 2.4 | The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Responses: <u>N/A</u> |
| 4.1 | N/A |
| 6.1. and 6.2. | None |
| 6.3.1. | A list of debarred firms and individuals is available at the Bank’s external website: http://www.ebrd.com/pages/about/integrity/list.shtml . |

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| <p>6.3.2</p> | <p>In reference to ITC6.3.2, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:</p> <p>Under the ITC 6.3.2 (a): none</p> <p>Under the ITC 6.3.2 (b): none</p> |
| <p>9.1</p> | <p>This CPD has been issued in the English language. This shall be the governing language of the CPD.</p> <p>Responses must be submitted and all correspondence exchange shall be in the language or the languages of the CPD.</p> |
| <p>10.1</p> | <p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Response is permissible: Yes</p> |
| <p>11.1</p> | <p>Clarifications may be requested no later than 15 days prior to the submission deadline i.e. (20/06/2018).</p> <p>The contact information for requesting clarifications is:</p> <p>Eng. Ahmed Medhat ElSayed Compressor Project & Gas manufacturing General Mg., ahmedmedhat@gasco.com.eg Tel:+2 01158016655</p> <p>and</p> <p>Dr. Eng. Ahmed El Tonbary, Project Manager, ENPPI, ahmed.eltonbary@enppi.com Tel: +20 100 108 0666</p> <p>The following electronic means shall be used for requesting clarifications: E-mail: Yes <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>The following electronic means shall be used for providing updates to the Invitation: Updates to the Procurement Notice: Yes <input checked="" type="checkbox"/> NO <input type="checkbox"/> E-mail: Yes NO <input checked="" type="checkbox"/></p> |

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| B. Expression of Interest | |
| Kindly note that Section B. Expression of Interest is not applicable as this is a Single Stage Open Competitive Selection Process. | |
| C. Request for Proposals | |
| 20.1 | Proposals must remain valid for 90 days calendar days after the proposal submission deadline (i.e., until: <i>3 October 2018</i>). |
| 22.1.2 | Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Not applicable |
| 22.1.3 | Input Estimate for the Assignment: The estimated input of the key experts will be 100 Man-months. Intermittent inputs are expected by the experts. Subject to availability of funding, the performance of the selected Consultant and the specific needs of the Client, the Assignment may be extended beyond the current scope. |
| 22.1.4 | Not applicable |
| 22.1.5 | Not applicable |
| 23.2 | The format of the Technical Proposal to be submitted is: FTP <u>X</u> Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| 24.1 | No Sample list. The Financial Proposals shall be prepared for a Lump-sum-based contract listing all costs required. |
| 24.2 | A price adjustment provision applies to remuneration rates: |

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| | Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/> |
| 24.3 | <p>The Consultant and its Sub-consultants and Experts are responsible to determine their tax obligations in the Client’s country and for meeting all tax liabilities (direct, indirect taxes, duties, fees, levies, value added taxes and other impositions imposed under the applicable law in the client's country) arising out of the contract.</p> <p>All payments to the consultant will be subject to Egyptian Income Tax Laws e.g. : income tax 91 for 2005 and Value Added Tax 67 for 2016etc.</p> |
| 24.4 | <p>The Financial Proposal shall be stated in the following currencies or currencies: USD</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/></p> |
| 25.2 | The Consultants shall not have the option of submitting their Proposals electronically. |
| 25.3 | <p>The Technical Proposal shall comprise the following documents:</p> <p>For FULL TECHNICAL PROPOSAL (FTP): 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 |
| 25.6 | <p>Where submission is by mail or by hand, the Consultant must submit:</p> <ol style="list-style-type: none"> (a) Technical Proposal: one (1) original and three (3) copies; (b) Financial Proposal: one (1) original and three (3) copies. |
| 25.8 | <p>The Consultant must submit the following documents to the Client, at the addresses provided in Section 25.10 of this Data Sheet:</p> <ul style="list-style-type: none"> • Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, marking the name and |

| | |
|--------------|--|
| | <p>reference number of the assignment, the name and address of the Consultant, and with a warning “Do Not Open until [<i>Consultant to insert the date and the time of the Technical Proposal submission deadline</i>].”</p> <ul style="list-style-type: none"> • Financial Proposal provided in <u>a separate, sealed and clearly labelled envelope</u> followed by the name and reference number of the assignment, the name and address of the Consultant, and with a warning “Do Not Open With The Technical Proposal.”; |
| 25.10 | <p>The Proposals must be submitted no later than: Date, 5 July 2018 Time: “10:00 a.m. Cairo time</p> <p>The Proposal submission address is: Egyptian Natural Gas Holding Company (GASCO) Maddi Ring Road Exit 12 90th St., Fifth district New Cairo-Egypt 2nd Floor-C227 P.O BOX 115 AL Andalus</p> |
| 26.1 | <p>The opening shall take place at: same as the Proposal submission address</p> <p>Date: 5 July 2018 Time: 10 a.m. Cairo time</p> |
| 26.3 | <p>In addition, where submission is by mail or by hand the following information will be read aloud or otherwise communicated, at the opening of the Proposals: Not applicable</p> |
| 30.1 | <p>An online option of the opening of the Financial Proposals is offered: Yes ___ or No <u>X</u>.</p> |
| 32.2 | <p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes, including VAT, on the contract invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts of the Consultant in the Client’s country. At contract negotiations, all applicable indirect local taxes will be discussed and agreed (using the itemized list as guidance but not limiting to it) and added to the contract amount in a separate line, also indicating which taxes shall be paid by the Consultant and which are withhold and paid by the Client on behalf of the Consultant.</p> |
| 33.1 | <p>The single currency for the conversion of all prices expressed in various</p> |

| | |
|-------------|---|
| | <p>currencies into a single one is: Not applicable as all prices need to be expressed in USD.</p> |
| 34.1 | <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: T = 80, and P = 20.</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p> |
| 35.1 | <p>Expected date and address for contract negotiations: <i>To Be Determined after the completion of the evaluation of proposals</i></p> |
| 35.6 & 35.7 | <p>Technical and Financial Negotiations: The type of Contract will be a Lump-sum based Contract. Precise payment terms to be agreed upon which are most appropriate to ensuring the best delivery of the Services.</p> <p>Payments for lump-sum based items shall be linked to outputs (please see the proposed payment schedule in the attached contract template) such as reports, drawings, bill of quantities, tender documents, or software programs.</p> <p>In case of applying an advance payment with the lump sum contract, the amount should not exceed 5 % of the total Consultant contract value against an unconditioned advance payment guarantee acceptable to the client.</p> <p>Before sending the letter of award to the successful Consultant and signing the contract between Gasco and the successful consultant, there are no legal or financial obligations on Gasco.</p> |
| 37.2 | <p>Expected date for the commencement of the Services: Date: October 2018 at: GASCO Cairo, Egypt.</p> |

Section 1.3 – Evaluation Criteria

| Criteria | Weight | Min. Technical Score (% of max.) |
|--|------------|-------------------------------------|
| <p>(a) Consultant’s relevant professional experience</p> <p>experience in similar assignments [50%] experience in similar locations [30%] structure, organization, capacity of Consultant [20%]</p> | [30] | [70] |
| <p>(b) Quality of the methodology proposed for the Assignment:</p> <p>understanding of assignment [10%] approach and methodology [30%] work plan and team assignments [60%]</p> | [25] | [70] |
| <p>(c) Qualifications of Key Experts</p> <p>Team Leader [50%] Lead Technical Expert [25%] Procurement Expert [25%]</p> <p>Each of the Key Experts listed above will be evaluated as follows: general qualifications [30%] specific experience and expertise related to their task [60%] experience in region [10%]</p> | [35] | [70] |
| <p>(d). Other factors</p> <p>Local presence of the consultant and the key expert team and participation and qualification & experience of local experts</p> | [10] | |
| TOTAL | 100 | [70] |

The minimum technical score (St) required to pass is: **70**

Section 1.4. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 1.4 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST

| Required for FTP or STP[*], () | | | FORM | DESCRIPTION | Page Limit |
|---------------------------------|-----|-----|-------------------|--|------------|
| FTP | STP | EOI | | | |
| | | | TECH-1A | Technical Proposal Submission Form. | |
| “ “ If applicable | | | TECH-1 Attachment | If the Proposal is submitted by a joint venture, 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 JVCA member, and a power of attorney for the representative of the lead member to represent all JVCA members | |
| | | | TECH-2 | Consultant’s Organization and Experience. | |
| | | | TECH-2A | A. Consultant’s Organization | |
| | | | TECH-2B | B. Consultant’s Experience | |
| | | | TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. | |
| | | | TECH-3A | A. On the Terms of Reference | |
| | | | TECH-3B | B. On the Counterpart Staff and Facilities | |
| | | | TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | |
| | | | TECH-5 | Work Schedule and Planning for Deliverables | |
| | | | TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) | |
| | | | TECH-7 | Curriculum Vitae | |

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

FORM TECH-1A

**TECHNICAL PROPOSAL SUBMISSION FORM
(FULL TECHNICAL PROPOSAL AND SIMPLIFIED TECHNICAL PROPOSAL)**

{Location, Date}

To: Egyptian Natural Gas Holding Company (GASCO)
[Maddi Ring Road Exit 12
90th St., Fifth district
New Cairo-Egypt

Date:

RFP No.:

RFP Name:

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **the above assignment** in accordance with your Invitation and the Request for Proposal documents and our Proposal.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with:

Lead Member: *[Full name, legal address, authorized representative]*

Members: *[Full name, legal address, authorized representative]*

We have attached a copy *[insert: “of our letter of intent to form a joint venture” or, if a JVCA is already formed, “of the JVCA 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.

We acknowledge that Attachment 1 to this Technical Proposal: “Covenant of Integrity – Consultant Contact Sheet”, forms part of this Technical Proposal.

AND/OR

If your 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 Clause 21.1 of the ITC.
- (c) We have no conflict of interest in accordance with Clause 3 of the ITC.
- (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 prohibited practices as per ITC 5.
- (e) Except as stated in the Clause 21.7 of the ITC, 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 Clause 21 of the ITC and Clause 35.4 of the ITC may lead to the termination of Contract negotiations.
- (f) Our Response is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Response is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 37.2 of the ITC.

We understand that the Client is not bound to accept any Response 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 JVCA'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.}

Attachment 1 to Response:
Covenant of Integrity – Consultant Contact Sheet

To: _____(*insert name of Recipient/Client*)_____

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners, consultants or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the consultant selection process or in the execution or supply of any works, goods or services for [*insert the name of the Contract*] (the “Contract”) and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the consultant selection process and, if we are successful with our Expression of Interest, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

- (i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any tendering or competitive selection process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
- (ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice;
- (iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, are not prohibited from participation in a tendering or competitive selection procedure on the grounds of having been found by the final judgement of a judicial process or a finding by the enforcement (or similar) mechanism of another international organisation to have engaged in a Prohibited Practice;
- (iv) we, our subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles i) ii) iii) or (iv) in the box below.

| Name of Entity Required to be Disclosed | Reason Disclosure is Required ¹ |
|---|--|
| | |
| | |

For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

(i) a **coercive practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(ii) a **collusive practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iii) a **corrupt practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(iv) a **fraudulent practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) a **misuse of the Bank's resources** which means improper use of the Bank's resources, committed either intentionally or through reckless disregard;

(vi) an **obstructive practice** which means (i) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank's investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (v) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information; and

(vii) a **theft** which means the misappropriation of property belonging to another party.

Following the submission of our Expression of Interest, we grant the project financier, the Bank and/or persons appointed by them, the right of inspection of our, and any proposed subcontractors, accounts and records and permission to have any such accounts and records audited by auditors appointed by the Bank, if required by the Bank. We accept to preserve these

¹ For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the consultant selection process for this Contract.

records generally in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

We further declare that no affiliate of the Recipient/Client is participating in our Expression of Interest in any capacity whatsoever.

| | |
|---|--|
| Name: | |
| In the capacity of: | |
| Signed: | |
| Duly authorised to sign for and on behalf of: | |
| Date: | |

Contact Sheet

| | |
|---|--|
| Full legal name of Lead Organisation/ Individual: | |
| Trading Name (if different from above): | |
| Country of Registration: | |
| Address of registered office: | |
| Postal address (if different from above): | |
| Telephone number (including country code): | |
| Fax number (including country code): | |
| Main contact person for this Expression of Interest: | |
| Main contact person's position in the Organisation: | |
| Contact person's email address: | |
| Alternate contact person: | |
| Alternative E-mail: | |
| Website of the Organisation: | |

Important Notes:

Any change in the addresses, phone numbers, fax numbers and in particular e-mail addresses, must be notified in writing to the Recipient/Client. The Recipient/Client will not be held responsible in the event that they do not contact the Consultant using any of the above details. It is the sole responsibility of the Consultant to ensure that it monitors its telephone and fax numbers and its postal and e-mail addresses.

In particular, the Recipient/Client shall proceed on the assumption that the e-mail address(es) is constantly monitored, that your security settings permit the Recipient/Client's e-mails to be received and that the e-mail address is capable of receiving attachments (particularly PDF and Microsoft Word).

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization 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 Organization

{1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment. }

B - Consultant's Experience

1. List only previous similar assignments successfully completed for the period required in the Terms of Reference.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual 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/& brief description of main deliverables/outputs | Name of Client & Country of Assignment | Approx. Contract value (in US\$ or EURO)/ Amount paid to your firm | Role on the Assignment |
|---------------------------|---|---|---|--------------------------------------|
| | | | | |
| {e.g., Jan.2009–Apr.2010} | {e.g., “Improvement quality of.....”: designed master plan for rationalization of; } | {e.g., Ministry of, country} | {e.g., US\$1 mil/US\$0.5 mil} | {e.g., Lead partner in a JVCA A&B&C} |
| | | | | |
| {e.g., Jan-May 2008} | {e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....} | {e.g., municipality of....., country} | {e.g., US\$0.2 mil/US\$0.2 mil} | {e.g., sole Consultant} |
| | | | | |

FORM TECH-3

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

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 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) Organization and Staffing }*

- a) **Technical Approach and Methodology.** *{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), 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 TORs 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) **Organization 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-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

| N° | Deliverables ¹ (D-..) | Months | | | | | | | | | | | |
|------------|--|--------|---|---|---|---|---|---|---|---|-------|---|-------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | n | TOTAL |
| D-1 | {e.g., Deliverable #1: Report A | | | | | | | | | | | | |
| | 1) data collection | | | | | | | | | | | | |
| | 2) drafting | | | | | | | | | | | | |
| | 3) inception report | | | | | | | | | | | | |
| | 4) incorporating comments | | | | | | | | | | | | |
| | 5) | | | | | | | | | | | | |
| | 6) delivery of final report to Client} | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| D-2 | {e.g., Deliverable #2:.....} | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| 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.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6

Team Composition, Assignment and Key Experts' inputs

| N° | Name | Expert's input (in person/month) per each Deliverable (listed in TECH-5) | | | | | | | | | | Total time-input (in Months) | | | |
|------------------------|-------------------|--|---------|-----------|--|-------|--|-------|-------|--|-----------------|------------------------------|------|-------|-------|
| | | 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] | | | | | | | |
| | | | [Field] | [0.5 m] | | [2.5] | | [0] | | | | | | | |
| K-2 | | | | | | | | | | | | | | | |
| K-3 | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | | |
| | | | | | | | | | | | Subtotal | | | | |
| NON-KEY EXPERTS | | | | | | | | | | | | | | | |
| N-1 | | | [Home] | | | | | | | | | | | | |
| | | | [Field] | | | | | | | | | | | | |
| N-2 | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | | |
| | | | | | | | | | | | Subtotal | | | | |
| | | | | | | | | | | | Total | | | | |

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) 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 (CV)

| | |
|---|----------------------------|
| Position Title and No. | { e.g., K-1, TEAM LEADER } |
| Name of Expert: | { Insert full name } |
| Date of Birth: | { day/month/year } |
| Country of Citizenship/Residence | |

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

Employment record relevant to the assignment: { *Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.* }

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

Expert’s contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

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

Signature

Date

Section 1.5. 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 Costs

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 Consultancy Procurement Document dated [*Insert Date*] and our Technical Proposal.

Our attached Financial Proposal is for the amount of [*Indicate the corresponding to the amount(s) currency(ies)*] [*Insert amount(s) in words and figures*], [*Insert “including” or “excluding”*] of all indirect local taxes in accordance with the requirements of the RFP. 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. {Please note that 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.

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, paid if we are awarded the Contract, are listed below:

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

{ 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, in the case of award, Contract execution.” }

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{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}

Where the Electronic Procurement Platform is used, the signed document shall be uploaded into the platform.

FORM FIN-2 SUMMARY OF COSTS

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

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

In the case of Lump-Sum contracts, a breakdown of the Remuneration and Reimbursables is not required.

FIN-3: Staffing Schedule and Breakdown of Costs
(All amounts to be exclusive of indirect taxes, including VAT, which may be chargeable by the Consultant)

[Assignment Title]

[contract currency]

1. Fees :

| Name of Expert | Job Title | Working Period | In the Field | In Home Office | Total Period | Expert Rate | Total |
|----------------|-------------------|-------------------------|--------------|----------------|--------------|------------------------------|------------------------|
| [Expert name] | [Expert function] | [hours / days / months] | | | | [expert's fee rate per unit] | [total fees of Expert] |
| Total Fees | | | | | | | [sum of all fees] |

2. Per Diem Allowance:

| Place | Number | Rate Period | Per Diem | Total |
|---------------------|---|-------------|-----------------------------------|------------------------------------|
| [indicate location] | [indicate number of nights spent at location] | Days | [Insert applicable Per diem rate] | [Insert total amount for location] |
| Total Per Diem | | | | Per diem_total |

[A per diem is allowed for each night away from the Home Office. Per diem rates are capped at the per diem rate established by the EU (if the assignment is EU-funded), and are otherwise normally capped at the per diem rate adopted by the UN²]

3. Reimbursable Expenses*

Air Travel: (Full Economy Class or Equivalent)

| Routing | Air Fare | No. of Flights | Total |
|---|-------------------------------------|--------------------------------------|-------------------------------|
| [List flight route, including changeover stops] | [insert unit cost per flight route] | [insert number of flights per route] | [Insert total cost per route] |
| Total Air Travel | | | air travel_total |

Local Travel

[Travel from home to departure airport and return, and reasonable local travel when abroad.]

² EU Per Diem Rates are listed on the EU's website (http://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/index_en.htm); UN Per Diem Rates are available (subscribers only) from the website of the UN's International Civil Service Commission: http://icsc.un.org/sal_dsa.asp.

| Journey | Cost | No. of Journeys | Total |
|---------------------------|---------------------------|------------------------|----------------------------|
| <i>[List of journeys]</i> | <i>[cost per journey]</i> | | <i>[total per journey]</i> |
| Total Local Travel | | | local trav_total |

Miscellaneous:

[The list of miscellaneous expenses is for illustration purposes only; not all of the expenses listed below need apply to a given assignment]

| | <i>[List details – number, if applicable, unit cost, if applicable]</i> | <i>[List total costs per item]</i> |
|--|---|------------------------------------|
| Visas | | |
| Interpretation | | |
| Reports | | |
| Communications | | |
| Equipment Purchase | | |
| Accommodation (not listed in Per Diem) | | |
| <i>[List other Miscellaneous Expenses]</i> | | |
| Miscellaneous Total | | |

*May include indirect taxes, such as VAT which are not otherwise recoverable by the Consultant.

| | |
|---|--|
| 4. Contingencies: (utilisation only after prior approval in writing by the Client) | |
|---|--|

| | |
|--|---|
| TOTAL MAXIMUM CONTRACT AMOUNT (Contract Ceiling Amount) | <i>[List total cost of the assignment, exclusive of VAT; this amount should correspond to the financial proposal amount in FIN-1]</i> |
|--|---|

PART II - REQUIREMENTS

Section 2.1. Terms of Reference

[Refer to separate file]

PART III - Conditions of Contract and Contract Forms

The final Contract is likely to be a lump sum Contract

The template for a Lump Sum based contract is provided in a separate file.