
REQUEST FOR PROPOSALS

Selection of Consultants

for

Support of Cancer Control System Establishment (Soft Component)

LOI No. : P.11011/10/2023-JICA/PD/HFW (PP)
Client : Health and Family Welfare Department
(HFWD) of the Government of
Mizoram
Country : Republic of India
JICA Loan No : ID-P306
Project : Project for the Establishment of
Mizoram State Super-Specialty Cancer
and Research Centre

Table of Contents

PART 1 – Selection Procedures

| | | |
|--------------|---|---------|
| Option B: | Quality and Cost-Based Selection (QCBS) | |
| Section I. | Instructions to Consultants | TC(B)-1 |
| Section II. | Data Sheet | DS(B)-1 |
| Section III. | Technical Proposal Forms | TPF-1 |
| Section IV. | Financial Proposal Forms | FPF-1 |

PART 2. Terms of Reference

| | | |
|-------------|-------------------------|-------|
| Section VI. | Terms of Reference..... | TOR-1 |
|-------------|-------------------------|-------|

PART 3. Conditions of Contract and Contract Forms

| | | |
|---------------|--------------------------------------|----------|
| Option A: | Time-Based Contract | |
| Section VII. | Form of Contract..... | FOC(A)-1 |
| Section VIII. | General Conditions of Contract | GCC(A)-1 |
| Section IX. | Special Conditions of Contract | SCC(A)-1 |
| Section X. | Appendices..... | APP(A)-1 |

PART 1 – SELECTION PROCEDURES

Option B: Quality- and Cost-Based Selection (QCBS)

Section I. Instructions to Consultants

Table of Clauses

| | ITC(B) |
|--|--------|
| A. General Provisions | 3 |
| 1. Definitions | 3 |
| 2. Introduction | 5 |
| a. Scope of Proposal | 5 |
| b. Interpretation | 6 |
| c. Source of Funds | 6 |
| d. Method of Selection | 6 |
| e. Local Conditions | 6 |
| f. Project Data and Reports | 7 |
| 3. Conflict of Interest | 7 |
| a. Impartiality | 7 |
| b. Conflict of Interest | 7 |
| 4. Corrupt and Fraudulent Practices | 8 |
| 5. Eligibility | 10 |
| B. Preparation of Proposals | 10 |
| 6. Preparation of Proposals | 10 |
| a. Completeness of RFP | 10 |
| b. Information to be furnished | 11 |
| c. Cost of Proposals | 11 |
| d. Language of Proposals | 11 |
| 7. Proposal Validity Period | 11 |
| a. Validity Period | 11 |
| b. Extension of Validity Period | 11 |
| c. Substitution of Key Experts at Validity Extension | 12 |
| d. Sub-Consulting | 12 |
| e. Delayed Contract Signing | 12 |
| 8. Clarification and Amendments of RFP | 12 |
| a. Clarification of RFP | 12 |
| b. Pre-Proposal Conference | 13 |
| c. Amendment of RFP | 13 |

| | |
|---|----|
| 9. Preparation of Proposals – Specific Considerations..... | 13 |
| 10. Technical Proposal Format and Content | 14 |
| 11. Financial Proposal Format and Content | 18 |
| a. Duties, Taxes and Levies | 20 |
| b. Currency of Proposal and Payment..... | 21 |
| C. Submission, Opening and Evaluation of Proposals..... | 21 |
| 12. Submission of Proposals | 21 |
| a. Format and Signing of Proposals | 22 |
| b. Sealing and Marking of Proposals | 22 |
| c. Proposal Submission Deadline and Late Proposals..... | 23 |
| d. Substitutions and Modifications | 23 |
| 13. Opening of Proposals | 24 |
| 14. Proposal Evaluation..... | 26 |
| a. Technical Proposals..... | 26 |
| b. Financial Proposals | 26 |
| D. Negotiations and Award..... | 28 |
| 15. Negotiations | 28 |
| a. Availability of Key Experts..... | 29 |
| b. Technical Negotiations..... | 29 |
| c. Financial Negotiations..... | 29 |
| 16. Conclusion of the Negotiations | 30 |
| 17. Signing of Contract | 30 |
| 18. Notification to Unsuccessful Consultants and Debriefing | 30 |
| 19. Publication..... | 30 |
| 20. Confidentiality..... | 31 |

Instructions to Consultants

A. General Provisions

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them.
- (a) “Affiliate(s)” means an individual or a firm that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
 - (b) “Applicable Guidelines” means the Guidelines for the Employment of Consultants under Japanese ODA Loans, **specified in the Data Sheet (DS)**, governing the selection and Contract award process as set forth in this RFP.
 - (c) “Borrower” means the Government, Government agency or other entity that signs the Loan Agreement with JICA.
 - (d) “Client” means the entity **as specified in the DS 2.1**, that signs the Contract for the Services with the selected Consultant.
 - (e) “Consultant” means any firm or a JV that may provide or provides the Services to the Client under the Contract.
 - (f) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in paragraph 1 of the Form of Contract.
 - (g) “Data Sheet” or “DS” (Section II of the RFP) means an integral part of the RFP that is used to reflect specific country and assignment conditions to supplement, or amend the provisions of the ITC.
 - (h) “day” means calendar day.
 - (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other professional personnel of the Consultant, Subconsultant or JV member(s).
 - (j) “firm” means a private entity, a state-owned enterprise or institution.
 - (k) “Government” means the government of the Client’s

country.

- (l) “Instructions to Consultants” or “ITC” (this Section I of the RFP) means an integral part of the RFP that provides the shortlisted Consultants with all information needed to prepare and submit their Proposals.
- (m) “JICA” means the Japan International Cooperation Agency.
- (n) “Joint Venture” or “JV” means any combination of two or more firms in the form of a joint venture, consortium, association or other unincorporated grouping under an existing agreement or with the intention to enter into such an agreement supported by a formal letter of intent.
- (o) “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 Curricula Vitae (CV) is taken into account in the technical evaluation of the Consultant’s Proposal.
- (p) “LOI” means the Letter of Invitation which is sent by the Client to the shortlisted Consultants, attaching the RFP.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Subconsultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) “ODA” means Official Development Assistance.
- (s) “Proposal” means the Technical Proposal or the Financial Proposal of the Consultant, or both, as appropriate.
- (t) “Provisional Sum” means an amount of money allocated in the Contract to allow for the cost of any future service or expense, which may be needed during the course of the assignment. Provisional Sum may be allocated or designated under the Specified Provisional Sum and/or Provisional Sum for Contingency Allowance, as appropriate.
- (u) “Provisional Sum for Contingency Allowance” means

the amount is allocated in the contract to cover future additional costs which may arise due to (i) increased quantity (such as a requirement for additional man-months or expenditures beyond the quantities already allocated in the Contract) and/or (ii) price adjustments (if provided under the Contract), and/or (iii) any other even which entitles the Consultant to additional payment.

- (v) “QCBS” means Quality- and Cost-Based Selection.
- (w) “RFP” means this Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (x) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (y) “Specified Provisional Sum” means the estimated cost of any such service or expense which shall be designated usually as a sum, in the summary of the total cost, with a brief description of such service or expense, as the case may be.
- (z) “SRFP” means the Standard Request for Proposals. (aa) “Subconsultant(s)” means a firm or an individual to whom/which the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (bb) “Terms of Reference” or “TOR” (Section VI of the RFP) means an integral part of the RFP that describes the objectives, scope of services, activities and tasks to be performed and their timing, the relevant background information, respective responsibilities of the Client and the Consultant, the required experience and qualifications of the Key Experts, the expected results and deliverables of the assignment including any reporting and submission requirements.

2. Introduction

a. Scope of Proposal

- 2.1 In connection with the LOI **specified in the DS**, the Client as **specified in the DS** located in the country, as **specified in the DS**, issues this RFP for the assignment of consultancy

services as specified in Section VI, Terms of Reference.

The name of the Project and the name of the assignment are **specified in the DS**.

- b. Interpretation** 2.2 Throughout this RFP:
- (a) the term “in writing” means communicated in written form and delivered against receipt; and
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular.
- c. Source of Funds** 2.3 The Borrower **specified in the DS** has received or has applied for a Japanese ODA Loan from JICA in the amount and with the signed date of the Loan Agreement **specified in the DS** towards the cost of the Project **specified in the DS**. The Borrower intends to apply a portion of the proceeds of the Loan to payments under the Contract for which this RFP is issued.
- Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Employment of the Consultants under Japanese ODA Loans **specified in DS 1.1(b)**. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to loan proceeds.
- The above Loan Agreement will cover only a part of the Project cost. As for the remaining portion, the Borrower, the Executing Agency and the Client will take appropriate measures for finance through other sources **as specified in the DS**.
- d. Method of Selection** 2.4 The Client will select the Consultant from the shortlisted Consultants, in accordance with the QCBS method of selection.
- 2.5 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment **named in DS 2.1**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- e. Local Conditions** 2.6 The Consultant shall familiarize themselves with the local conditions relevant to the Services and take them into account in preparing their Proposal, including attending a

pre-proposal conference if one is arranged under ITC 8.2.

- f. Project Data and Reports** 2.7 The inputs, relevant project data, and reports **as specified in the DS** are provided with this RFP at no cost for the preparation of the Consultant's Proposal.

3. Conflict of Interest

- a. Impartiality** 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.
- b. Conflict of Interest** 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.

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

- (a) Conflict between consulting activities and procurement of goods or non-consulting services:

A Consultant that has been engaged to provide goods 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 or non-consulting services. Conversely, a Consultant 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 non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

- (b) Conflict among consulting assignments:

Neither a Consultant nor any of its Affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant.

- (c) Relationship with Borrower's staff:

A Consultant that has a close business relationship with a professional personnel of the Borrower (or the Project Executing Agency, or the Client) who are

directly or indirectly involved in any part of:

- (i) preparation of the TOR for the assignment;
- (ii) selection process for the assignment; or
- (iii) supervision of the Contract resulting from the selection process;

shall be disqualified.

(d) One Bid per Bidder:

Based on the “One Bid per Bidder” principle, which is to ensure fair competition, a firm, and any Affiliates shall not be allowed to submit more than one Proposal, either individually as a single firm or as a member of a JV. A firm (including its Affiliate), if acting in the capacity of a Subconsultant in one Proposal, may participate in other Proposals, only in that capacity.

(e) Any other form of conflict of interest other than (a) through (d) of this ITC 3.2.

4. Corrupt and Fraudulent Practices

4.1 It is JICA’s policy to require that the Consultants, as well as the Borrowers, the Project Executing Agencies and the Clients under contracts funded with Japanese ODA Loans and other Japanese ODA, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:

- (a) will reject the result of evaluation of Proposals if it determines that the Consultant evaluated as the highest-ranked has engaged in any corrupt or fraudulent practice in competing for the contract in question.
- (b) will recognize a Consultant as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Consultant has engaged in any corrupt or fraudulent practice in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA. The list of ineligible firms and individuals is available at the electronic address **specified in the DS**.
- (c) will recognize a Consultant as ineligible to be awarded a contract funded with Japanese ODA Loans if the Consultant or Subconsultant, who has a direct contract with the Consultant, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed

three (3) years from (and including) the date on which the cross debarment is imposed.

“Cross debarment decisions by the Multilateral Development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). JICA will recognize the World Bank Group’s debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started operating cross debarment, as “cross debarment decisions by the Multilateral Development Banks.” The list of debarred firms and individuals is available at the electronic address **specified in the DS**.

JICA will recognize a Consultant as ineligible to be awarded a contract funded with Japanese ODA Loans if the Consultant is debarred by the World Bank Group for the period starting from the date of issuance of this Request for Proposals up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

If it is revealed that the Consultant was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Consultant.

If it is revealed that the Subconsultant, who has a direct contract with the Consultant, was debarred by the World Bank Group on the sub-contract date, JICA will in principle require the Borrower to have the Consultant cancel the sub-contract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Consultant refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the loan or any other remedies on the grounds of contractual violation.

- 4.2 If the Client determines, based on reasonable evidence, that the Consultant has engaged in any corrupt and fraudulent practice, the Client may disqualify such Consultant after

notifying the grounds of such disqualification.

4.3 Furthermore, the Consultant shall be aware of the provision stated in Clause 1.10 of the General Conditions of Contract.

5. Eligibility

5.1 The Consultant may be a single firm or a JV. In the case of a JV:

(a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms,

(b) The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the selection process and, in the event the JV is awarded the Contract, during contract execution, and

(c) Proposal submitted by a JV shall include a copy of the JV Agreement entered into by all members. Alternatively, a formal letter of intent to enter into a JV in the event of a successful Proposal shall be signed by all members and submitted with the Proposal. The JV Agreement or a formal letter of intent, as the case may be, shall indicate at least the portion of the assignment to be executed by each member.

5.2 The Consultant shall meet the requirements as to eligibility of the Consultants as specified in Section V, Eligible Source Countries of Japanese ODA Loans.

5.3 The Consultant that has been determined to be ineligible by JICA in accordance with ITC 4.1 above, shall not be eligible to be awarded a contract.

5.4 The Consultant shall provide such evidence of its continued eligibility satisfactory to the Client, as the Client shall reasonably request.

B. Preparation of Proposals

6. Preparation of Proposals

a. Completeness of RFP

6.1 Unless obtained directly from the Client, the Client is not responsible for the completeness of the RFP, responses to requests for clarification, the minutes of the pre-proposal conference (if any), or addenda to the RFP in accordance

with ITC 8.3. In case of any contradiction, documents obtained directly from the Client shall prevail.

- b. Information to be furnished** 6.2 The Consultant is expected to examine all instructions, forms, and terms in the RFP in detail and to furnish with its Proposal all information and documentation as is required by the RFP. The information or documentation shall be complete, accurate, current, and verifiable.
- c. Cost of Proposals** 6.3 The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- d. Language of Proposals** 6.4 The Proposal, as well as all related correspondence exchanged by the Consultant and the Client, shall be written in the language **specified in the DS**.
- 6.5 Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Proposal, in which case, for purposes of interpretation of the Proposal, such translation shall govern.

7. Proposal Validity Period

- a. Validity Period** 7.1 The Consultant's Proposal must remain valid for a period **specified in the DS** after the Proposal submission deadline.
- 7.2 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.
- 7.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not scheduled at the time of Proposal submission to be available or was named in the Proposal without confirmation of his/her availability, such Proposal shall be disqualified and rejected from further evaluation.
- b. Extension of Validity Period** 7.4 The Client will make its best effort to complete negotiations within this period. However, should the need arise, the Client may request, in writing, all Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Experts named in the Proposal subject to the

provisions under ITC 7.6.

- 7.5 The Consultants who do not agree have the right to refuse to extend the validity of their proposals in which case their Proposals will not be further evaluated.
- c. Substitution of Key Experts at Validity Extension**
- 7.6 If any of the Key Experts becomes 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.
- 7.7 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, such Proposal will be rejected.
- d. Sub-Consulting**
- 7.8 The Consultant shall not propose Subconsultants for the whole of the Services.
- e. Delayed Contract Signing**
- 7.9 If the contract signing is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial period of proposal validity, the amounts payable under the Contract shall be determined as follows:
- (a) In the case of fixed price contracts, the amounts payable under the Contract shall be the price of the Financial Proposal adjusted by the factor **specified in the DS**.
- (b) In the case of adjustable price contracts, no adjustment shall be made.

In any case, evaluation shall be based on the price of the Financial Proposal without taking into consideration the applicable correction from those indicated above.

8. Clarification and Amendments of RFP

- a. Clarification of RFP**
- 8.1 The Consultant requiring any clarification of the RFP shall contact the Client in writing at the Client's address **specified in the DS** or raise its enquiries during the pre-proposal conference if provided for in accordance with ITC 8.2. The Client will respond in writing to any request for clarification, at least fourteen (14) days before the deadline for submission of Proposal provided that such request is received no later

than twenty-one (21) days prior to that deadline. The Client shall forward copies of its response to all shortlisted Consultants, including a description of the inquiry but without identifying its source. If so **specified in the DS**, the Client shall also promptly publish its response on the Client's web page **identified in the DS**. Should the clarification result in changes to the essential elements of the RFP, the Client shall amend the RFP following the procedure under ITC 8.3.

- b. Pre-Proposal Conference** 8.2 If so **specified in the DS**, the Consultant's designated representative is invited to attend a pre-proposal conference. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage. Attending the pre-proposal conference is at the Consultants' expense.

Minutes of the pre-proposal conference, if applicable, including the text of the questions asked by the Consultant, without identifying the source, and the responses given, together with any responses prepared after the conference, will be transmitted promptly to all shortlisted Consultants. Any modification to the RFP that may become necessary as a result of the pre-proposal conference shall be made by the Client exclusively through the issue of an addendum pursuant to ITC 8.3 and not through the minutes of the pre-proposal conference. Nonattendance at the pre-proposal conference will not be a cause for disqualification of a Consultant.

- c. Amendment of RFP** 8.3 At any time prior to the Proposal submission deadline, the Client may amend the RFP by issuing an addendum in writing in sufficient time before the submission of Proposals. The addendum shall be sent to all shortlisted Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments. To give the Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the Proposal submission deadline.

- 8.4 The Consultant may submit a modified Proposal substituting the already submitted Proposal or submit a modification to any part of the already submitted Proposal, in accordance with ITC 12.8 at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the Proposal submission deadline except as permitted under ITC 7.6.

- 9. Preparation of Proposals –** 9.1 While preparing the Proposal, the Consultant must give

Specific Considerations

particular attention to the following:

- (a) For the purpose of submitting a Proposal, a shortlisted Consultant may enhance its expertise for the assignment either by:
 - (i) associating with other firms or individuals as Subconsultants, in which case such other firms or individuals shall not be liable for the Contract, and/or
 - (ii) forming a JV with other firms which substantially perform the Services and/or have experience contributing to the enhancement of the expertise of the JV, in which case the shortlisted Consultant shall be the lead member, shall execute a major portion of the assignment, and have the authority to conduct all businesses for and on behalf of any and all of its members. Each member of the JV are liable under the Contract as provided in ITC 5.1(a).
- (b) If the Consultant has been shortlisted through an Expression of Interest, any change in the structure or formation of the Consultant including Subconsultants named in the application in the Expression of Interest after being invited to submit a Proposal shall be subject to the written approval of the Client prior to the Proposal submission deadline. Any such change shall be submitted to the Client not later than twenty-one (21) days before the Proposal submission deadline.

10. Technical Proposal Format and Content

10.1 The Technical Proposal shall comprise the following:

- (a) completed Technical Proposal Forms, in accordance with ITC 10.2;
- (b) Power of Attorney, authorizing the signatory of the Proposal to commit the Consultant, in accordance with ITC 12.4;
- (c) copy of the JV Agreement, or a formal letter of intent to enter into a JV in the case of a Proposal submitted by a JV in accordance with ITC 5.1; and
- (d) any other document **required in the DS**.

a. Contents

10.2 The Technical Proposal shall provide the information requested in subparagraphs (a) through (h) below, using the forms provided in Section III, Technical Proposal Forms. The forms shall be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

(a) Form TECH-1:

This form entitled “Technical Proposal Submission Form”, once completed, shall be the Technical Proposal Submission Letter.

(b) Form TECH-2:

A brief description of the Consultant’s organization and an outline of recent experience of the Consultant and, in the case of a JV, for each member, on assignments of a similar nature are required in Form TECH-2.

For each assignment, the outline shall indicate the names of all JV members (in the case of a JV), Subconsultants who participated, duration of the assignment, contract amount, and the Consultant’s involvement. Information shall be provided only for those assignments for which the Consultant was legally contracted individually as a single firm or, as a lead firm or one of the members of a JV. Assignments completed by individual Experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the JV members, but can be claimed by the Experts themselves in their CVs. The experience of affiliated entities (such as the parent company(ies), group company(ies), subsidiary(ies) or other affiliate(s)) shall not be included. The Consultant shall be prepared to substantiate the experience claimed if so requested by the Client.

(c) Form TECH-3:

Comments and suggestions on the TOR including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client in Form TECH-3.

Comments and suggestions on the TOR and on requirements for counterpart staff and facilities will be evaluated as part of the Technical Proposal and applicable amounts will be included in the Financial

Proposal.

(d) Forms TECH-4 & TECH-8:

A description of the approach, methodology and work plan for performing the assignment.

Guidance on the content of this section of the Technical Proposals is provided in Form TECH-4. The work plan shall be consistent with the Work Schedule as indicated in Form TECH-8, which will show in the form of a bar chart the timing proposed for each activity.

(e) Form TECH-5:

The list of the proposed team by area of expertise, the position that would be assigned to each team member, their tasks and a summary of essential CV information in Form TECH-5, duly completed considering the following:

- (i) The Consultants shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position except as permitted under sub-paragraph (ii) below. Failure to comply with this requirement will make the Proposal non-responsive.
- (ii) The Consultant may, where appropriate, propose two or more Key Experts to act jointly for one Key Expert position.

(f) Form TECH-6:

CVs of the Key Experts signed by the Key Experts themselves or by the authorized representative submitting Form TECH-6. In case of CVs signed by the authorized representative, should the firm be ranked first, copies of the same CVs signed by the Key Experts must be submitted to the Client prior to commencement of contract negotiations.

(g) Form TECH-7:

Estimates (man-months) of the Experts needed to carry out the assignment in Form TECH-7. The man-months input shall be indicated separately for home work and field work.

(h) Form TECH-9:

The Acknowledgement of Compliance with the Guidelines for Employment of Consultants as Form TECH-9. The Consultant's authorized representative shall sign and date this Form on behalf of the Consultant.

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

b. Volume

10.4 The contents of the Technical Proposal and the recommended number of pages are indicated in the table below. A page is considered to be one printed side of A4 (210mm × 297mm). If other sizes of paper are used, the number of pages is determined on a pro-rata basis (e.g.: one (1) A3 page is equivalent to two (2) A4 pages.). Excessively voluminous Technical Proposals at the discretion of the Client may not be evaluated.

| Technical Proposal Form | | No. of Pages |
|--------------------------------|--|--|
| 1. | Consultant's Organization and Experience | |
| | a. Form TECH-2A Consultant's Organization | Two (2) pages for each entity comprising the Consultant. |
| | b. Form TECH-2B Consultant's Experience | Twenty (20) pages |
| 2. | Form TECH-3A Comments and Suggestions on Terms of Reference | No page limits. but shall be concise and to the point. |
| 3. | Form TECH-3B Comments and Suggestions on Counterpart Staff and Facilities | Two (2) pages. |
| 4. | Form TECH-4 Description of Approach, Methodology and Work Plan for Performing the Assignment | Fifty (50) pages inclusive of charts and diagrams. |
| 5. | Form TECH-5 Team Composition, Task Assignments and Summary of CV Information | As required for information requested. |
| 6. | Form TECH-6 Curriculum Vitae (CV) for Proposed Key Experts | Five (5) pages for each Key Expert's CV. |
| 7. | Form TECH-7 Expert Schedule | As required for information requested. |
| 8. | Form TECH-8 Work Schedule | As required for information requested. |
| 9. | Form TECH-9 Acknowledgement of Compliance with the Guidelines for Employment of Consultants | As required for information requested. |

11. Financial Proposal Format and Content

11.1 The Financial Proposal shall comprise the following which shall be prepared using the Forms provided in Section IV, Financial Proposal Forms to be completed as described in subparagraphs (a) through (c) below. The forms shall be

completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The minimum number of man-months required to carry out the Services is **indicated in the DS** for information.

- (a) The Financial Proposal shall list all costs associated with the assignment, including
 - (i) remuneration for Key Experts and Non-Key Experts.
 - (ii) reimbursable expenses **indicated in the DS**.
- (b) The Financial Proposal requires completion of the following forms in Section IV, Financial Proposal Forms.
 - (i) Form FIN-1:
This form entitled “Financial Proposal Submission Form”, once completed, shall be the Financial Proposal Submission Letter.
 - (ii) Form FIN-2:
This form entitled “Summary of Costs” shall summarize the proposed cost(s) by currency(ies). It shall list all costs associated with the assignment, including remuneration for Experts and reimbursable expenses **indicated in DS 11.1(a)(ii)**. The total amounts of remuneration and reimbursable expenses in Form FIN-2 shall be consistent with those amounts in Forms FIN-3 and FIN-4.

The amounts and currencies of the Provisional Sum for Contingency Allowance and the Specified Provisional Sums, if any included in the FIN-2, shall be **as specified in the DS**. The Consultant shall be aware of the provisions stated in Sub- Clause 2.6.4 of the Conditions of Contract.
 - (iii) Form FIN-3:
This form entitled “Remuneration” shall show the details of remuneration.
 - (iv) Form FIN-4:
This form entitled “Reimbursable Expenses” shall show the details of reimbursable expenses.
 - (v) Form FIN-5:
This Form entitled “Table of Adjustment Data”,

shall show the indices and/or coefficients to be applied for the price adjustment formulae.

Unless otherwise specified in the DS, the rates and prices quoted by the Consultant are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Consultant shall furnish the indices and/or coefficients for the price adjustment formulae in the Table of Adjustment Data and the Client may require the Consultant to justify its proposed indices and/or coefficients.

- (c) All activities and items described in the Technical Proposal must be priced. Any activities or items described in the Technical Proposal but not priced, shall be deemed to be included in the prices of other activities or items provided for in the Financial Proposal.

a. Duties, Taxes and Levies

11.2 All duties, Taxes and levies arising out of the Contract shall be considered and included in the Financial Proposal:

- (a) **unless otherwise stated in the DS 11.2(c)**, the Consultant (including all members of a Consultant JV), all Subconsultants, and all Experts shall be responsible for meeting all liabilities in respect of duties, taxes and levies arising out of the Contract, both in the Client's country and abroad.
- (b) General information on duties, taxes and levies in the Client's country is **provided in the DS**.
- (c) The estimated amounts of all identifiable duties, taxes and levies in the Client's country (local taxes) shall be indicated in the Financial Proposal as follows:

- (i) Local Taxes to be exempted as "No Pay" exemptions

No amount in respect of any local tax which is **indicated in the DS** as a "No Pay" exemption shall be included or indicated in the Financial Proposal.

- (ii) Local Indirect Taxes exempted as "Pay & Reimburse" exemptions

The estimated amount of any local tax which is **indicated in the DS** as a "Pay & Reimburse" exemption shall:

- a. be indicated under Non-competitive Components in Form FIN-2: Summary of Costs;
- b. be excluded from the evaluation of the Financial Proposal; and
- c. be included in the Contract Price.

(iii) Local Indirect Taxes to be paid by the Client on behalf of the Consultant

The estimated amount of any local indirect tax which is **indicated in the DS** as paid by the Client on behalf of the Consultant shall:

- a. be indicated under Non-competitive Components in Form FIN-2: Summary of Costs;
- b. be excluded from the evaluation of the Financial Proposal; and
- c. not be included in the Contract Price.

(iv) Local Indirect Taxes payable by the Consultant

The estimated amount of any local indirect tax which is not indicated in DS 11.2(c) as exempted or as to be paid by the Client on behalf of the Consultant shall:

- a. be indicated under Non-competitive Components in Form FIN-2: Summary of Costs;
- b. be excluded from the evaluation of the Financial Proposal; and
- c. be included in the Contract Price.

b. Currency of Proposal and Payment

11.3 The currency(ies) of the Financial Proposal shall be **as specified in the DS**.

11.4 Payments under the Contract shall be made in the currency(ies) in which the Financial Proposal of the selected Consultant is expressed.

C. Submission, Opening and Evaluation of Proposals

12. Submission of Proposals

12.1 The Consultant shall submit a signed and complete Proposal comprising the documents in accordance with ITC 10 and

ITC 11. The submission can be sent by mail or delivered by hand.

a. Format and Signing of Proposals

12.2 The Consultant shall prepare one original of the Technical Proposal and one original of the Financial Proposal as described in ITC 10 and ITC 11 respectively, and clearly mark them “TECHNICAL PROPOSAL - ORIGINAL” and “FINANCIAL PROPOSAL - ORIGINAL”, as appropriate.

12.3 In addition, the Consultant shall submit copies of the Technical and Financial Proposals, in the number **specified in the DS** and clearly mark each of them “TECHNICAL PROPOSAL - COPY”, “FINANCIAL PROPOSAL - COPY”, as appropriate.

In the event of any discrepancy between the original and the copies, the original shall prevail.

12.4 The original of the Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Consultant. The authorization shall be in the form of a Power of Attorney included in the Technical Proposal. All pages of the Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Proposal. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

A Proposal submitted by a JV shall be signed by an authorized representative of the JV accompanied by a Power of Attorney from each member of the JV giving that authorized representative the power to sign on their behalf and legally bind them all. Such power shall also be given by a person duly authorized to do so on behalf of each member evidenced by a Power of Attorney.

12.5 The Consultants shall clearly mark “CONFIDENTIAL” any information which they regard as confidential to their business. Such information may include proprietary information, trade secrets or commercial or financially sensitive information.

b. Sealing and Marking of Proposals

12.6 The Consultant shall enclose:

(a) in a sealed envelope, duly marked as “TECHNICAL PROPOSAL - ORIGINAL”, all documents comprising the Technical Proposal, as described in ITC 10;

(b) in a sealed envelope, duly marked as “FINANCIAL PROPOSAL - ORIGINAL”, all documents comprising the

Financial Proposal, as described in ITC 11;

- (c) in sealed envelopes, duly marked as “TECHNICAL PROPOSAL - COPY”, all required copies of the Technical Proposal, sequentially numbered; and
- (d) in sealed envelopes, duly marked as “FINANCIAL PROPOSAL - COPY”, all required copies of the Financial Proposal, sequentially numbered.

These envelopes (inner envelopes) containing the original and the copies shall then be enclosed in one single envelope (outer envelope).

The inner and outer envelopes shall be:

- (a) clearly marked with the name and address of the Consultant;
- (b) addressed to the Client in accordance with ITC 12.7; and
- (c) clearly marked with the specific identification of this selection process **specified in DS 2.1**.

The outer envelopes and the inner envelopes containing the Technical Proposal shall be clearly marked with a warning “NOT TO BE OPENED BEFORE THE TIME AND DATE FOR THE OPENING OF TECHNICAL PROPOSAL”, in accordance with ITC 13.1.

The inner envelopes containing the Financial Proposal shall be clearly marked with a warning “NOT TO BE OPENED UNTIL ADVISED BY THE CLIENT”, in accordance with ITC 13.7.

If all envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement or premature opening of the Proposal.

c. Proposal Submission Deadline and Late Proposals

- 12.7 The Proposals must be submitted to the address(es) **indicated in the DS** and received by the Client no later than the date and the time **specified in the DS**, or any extension to this date in accordance with ITC 8.3.

Any proposal received by the Client after the deadline for submission of Proposals shall be declared late, rejected and returned unopened to the Consultant.

d. Substitutions and Modifications

- 12.8 The Consultants may substitute, or modify their Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative. The corresponding

substitution or modification of the Proposal must accompany the respective written notice and shall include a copy of the authorization in accordance with ITC 12.4. All notice must be:

- (a) prepared and submitted in accordance with ITC 12.1 through ITC 12.7, and in addition, the respective outer envelopes shall be clearly marked “SUBSTITUTION,” “MODIFICATION;” and
- (b) received by the Client prior to the deadline prescribed for submission of Proposal, in accordance with ITC 12.7.

13. Opening of Proposals

- 13.1 The Client shall open and read out in public, in accordance with ITC 13.4, all Technical Proposals received by the deadline, at the date, time and place **specified in the DS**, in the presence of designated representatives of the shortlisted Consultants who choose to attend. The Financial Proposals shall remain unopened, sealed and be held in the custody of the Client until they are opened in accordance with ITC 13.7.
- 13.2 First, envelopes marked “SUBSTITUTION” shall be opened and read out and the envelopes containing the Substitution Technical Proposal and/or Substitution Financial Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Consultant unopened. Only the Substitution Technical Proposal, if any, shall be opened and read out. Substitution Financial Proposal will remain unopened in accordance with ITC 13.1. No envelope substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Technical Proposal opening.
- 13.3 Second, envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Proposal. Only the Technical Proposals, both Original as well as Modification, are to be opened and read out at the Technical Proposal opening. Financial Proposals, both Original as well as Modification, will remain unopened in accordance with ITC 13.1.
- 13.4 Next, all other envelopes containing the Technical Proposals shall be opened one at a time, reading out and recording:

- (a) the name and the country of the Consultant, or in case of a JV, the name of the JV, the name and the country of each member of the JV, starting from the lead member;
- (b) whether there is a modification or a substitution;
- (c) the presence or absence of duly sealed envelope with Financial Proposal; and
- (d) any other details as the Client may consider appropriate.

A copy of the record shall be sent to all Consultants who submitted Proposals in time, and to JICA.

- 13.5 At the end of the Technical Evaluation, the Client shall notify in writing the Consultants whose Technical Proposal were determined to be responsive to the key aspects of the RFP and achieved the minimum Technical Score, informing them of the Technical Scores secured by their Technical Proposals, indicating the date, time and place of public opening of the Financial Proposals. The opening date shall allow Consultants sufficient time to make arrangements for attending the opening.
- 13.6 The Client shall simultaneously notify those Consultants whose Technical Proposals were determined to be non-responsive to the key aspects of the RFP and/or failed to achieve the minimum Technical Score, informing them of the Technical Scores secured by their Technical Proposals, and return their Financial Proposals unopened.
- 13.7 The Client shall conduct the opening of the Financial Proposals in the presence of the Consultants' representatives who choose to attend at the place, date and time specified by the Client. The expected date for the public opening of the Financial Proposal is **indicated in the DS**.
- 13.8 At the opening of the Financial Proposal, first, the name of the Consultants; and, the Technical Scores of the Consultants shall be read out. Next, all envelopes containing Financial Proposals shall be opened one at a time, reading out and recording:
- (a) the name of the Consultant;
 - (b) whether there is a modification or substitution;
 - (c) the Price of the Financial Proposal; and

(d) any other details as the Client may consider appropriate.

A copy of the record shall be sent to all Consultants who submitted Proposals in time, and to JICA.

14 Proposal Evaluation

14.1 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted under ITC 7.6.

14.2 For the purpose of evaluation of the Proposal, the Client shall appoint an Evaluation Committee comprising of the persons competent for such purpose as its members.

The members of such evaluation committee shall conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals. They shall have no access to the Financial Proposals until the technical evaluation is concluded.

a. Technical Proposals

14.3 During the evaluation of the Technical Proposals, the Evaluation Committee shall determine if the Technical Proposals are responsive to the key aspects of the RFP and achieve the minimum Technical Score **specified in the DS**, applying the evaluation criteria, sub-criteria, and point system **specified in the DS**.

14.4 A Proposal shall be rejected at this stage if it is determined to be non-responsive to the key aspects of the RFP, particularly the TOR or if it fails to achieve the minimum Technical Score.

14.5 The Evaluation Committee will review the detailed content of each Financial Proposal and the compatibility of the Technical and Financial Proposal. Financial Proposals will be reviewed to ensure that they are:

b. Financial Proposals

(a) complete (i.e., whether the Consultant has priced all items of the corresponding Technical Proposal);

(i) Any arithmetical errors will be corrected as follows: in case of discrepancy between a partial amount (sub-total) and the total amount; or between the amount derived by multiplication of unit price with quantity and the total price; or between words and figures; the former will prevail.

(ii) 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 offered price.

- (iii) The prices will be adjusted for evaluation purposes only, if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal.

In case of material omissions of items of reimbursable expenses, the Client will price them by application of the highest unit cost of the omitted item in the Financial Proposals of the other Consultants (or a unit cost reasonably estimated by the Client) and the quantity omitted, and add their cost to the offered price.

In case of omissions of items of remuneration, if less than the minimum number of man-months **specified in the DS 11.1** is provided in the Technical Proposal, the relevant Financial Proposal will be adjusted to reflect the difference between the number of man-months so proposed and the number of the minimum man-months. Such an adjustment will be made for each of the international Experts and local Experts through adding the amount obtained as follows:

$$A_{ad} = (M_{min} - M_{pro}) \times RR_h$$

where:

A_{ad} : Amount adjusted

M_{min} : Minimum number of man-months as specified in DS 11.1

M_{pro} : Number of man-months proposed

RR_h : The highest remuneration rate per month in each category (international or local Experts) among all the Proposals

- (b) in compliance with the requirements set forth in RFP including but not limited to:
- a. Specified Provisional Sums and the Provisional

Sums for Contingency Allowance, which shall be included in the Financial Proposal as specified in DS 11.1(b)(ii).

- b. the validity period which shall be **as indicated in the DS 7.1.**

- 14.6 The evaluated total price (ETP) for each Financial Proposal will be determined including any corrections and adjustments if required in accordance with ITC 14.5(a) above, but excluding non-competitive components indicated in FIN-2 (i.e. Provisional Sum for Contingency Allowance, Specified Provisional Sums and local indirect taxes); and

The ETP shall be then converted to a single currency using the selling rates of exchange, source and date **indicated in the DS.**

- 14.7 The lowest evaluated Financial Proposal will receive the maximum score of 100 marks. The score for each other Financial Proposal is inversely proportional to its ETP and will be computed as follows:

$$S_f = 100 \times F_m / F$$

where:

S_f is the financial score of the Financial Proposal being evaluated,

F_m is the ETP of the lowest evaluated Financial Proposal,

F is the ETP of the Financial Proposal under consideration

- 14.8 Upon completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weight **as specified in the DS** respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant. After such final ranking, the first-ranked Consultants will be invited for contract negotiations.

D. Negotiations and Award

15. Negotiations

- 15.1 The negotiations will be held at the date and the place **indicated in the DS** with the Consultant's representative(s)

who must have a Power of Attorney to negotiate and sign a Contract on behalf of the Consultant.

- 15.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
- a. Availability of Key Experts**
- 15.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 7.6. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client will proceed to negotiate the Contract with the next-ranked Consultant.
- 15.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
- b. Technical Negotiations**
- 15.5 The negotiations include discussions of the TOR, 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.
- c. Financial Negotiations**
- 15.6 The negotiations include a discussion and/or clarification of the Consultant's tax liability and tax payment procedures in the Client's country, and how such liabilities and procedures will be stated in the Contract. The outcome of such discussions/ clarifications will be reflected in the relevant financial and/or technical documents, as appropriate.
- 15.7 The negotiations, as necessary, fine-tune duration of the Expert's inputs and quantities of items of reimbursable expenses that may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal but without significant alterations. The unit rate of remuneration shall not be subject to negotiations. Unless there are exceptional reasons, the unit rates of reimbursable

expenses shall not be subject to negotiation.

16. Conclusion of the Negotiations

- 16.1 Successful negotiations shall conclude with a review of the agreed draft Contract. To complete the negotiations, the Client and the Consultant will initial the agreed draft Contract.
- 16.2 If in the opinion of the Client, the negotiations are not successful, then, upon consultation with JICA, the Client may terminate the negotiations informing the Consultant of the reasons for doing so and 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.

17. Signing of Contract

- 17.1 Upon conclusion of the Contract negotiations, the Client shall invite the selected Consultant for signing of the Contract.
- 17.2 The Consultant is expected to commence the Services on the date and at the place **specified in the DS**.

18. Notification to Unsuccessful Consultants and Debriefing

- 18.1 After the signing of the Contract with the selected Consultant, the Client shall notify all Consultants who have submitted Proposals but not selected, the result of the selection and that they were unsuccessful.
- 18.2 After receipt of the Client's notification pursuant to ITC 18.1 above, the unsuccessful Consultants (including those rejected on the grounds of their Technical Proposals not being substantially responsive to the key aspects of the RFP and/or failed to achieve the minimum Technical Score) may request a debriefing in writing or in a meeting with the Client, seeking an explanation of the grounds on which their proposals were not selected.
- 18.3 The Client shall promptly respond in writing to any unsuccessful Consultants who request a debriefing in accordance with ITC 18.2 above.

19. Publication

- 19.1 After a Contract is determined to be eligible for JICA's financing, the following information may be made public by JICA:
- (a) the names of all Consultants who submitted Proposals,
 - (b) the technical points assigned to each Consultant,
 - (c) the offered prices of each Consultant,

- (d) the overall ranking of the Consultants,
- (e) the name and address of the successful Consultant, and
- (f) signing date and amount of the Contract.

20. Confidentiality

20.1 Information relating to evaluation of Proposals and Contract negotiations shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the selection process, until the information on Contract signing is communicated to all Consultants in accordance with ITC 18.1.

The use by any Consultant of confidential information related to this selection process may result in the rejection of its Proposal.

20.2 Any attempt by a Consultant to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for contract negotiation may result in the rejection of its Proposal.

20.3 Notwithstanding ITC 20.2, from the time of Proposal opening to the time of Contract signing, if any Consultant wishes to contact the Client on any matter related to the selection process, it shall do so in writing.

