

SELECTION OF CONSULTANTS



Ramu 1 Hydropower Refurbishment Project

Request for Proposals For Consulting Services

Procurement of: Construction Supervision Consultant

RFP No: 001/2022

Consulting Services for: Construction Supervision

Client: PNG Power Ltd

Country: Papua New Guinea

Issued on: 24th November 2022

TABLE OF CONTENT

PART I.....	3
Section 1. Request for Proposal Letter	3
Section 2. Instructions to Consultants and Data Sheet	7
Section 3. Technical Proposal – Standard Forms	45
Section 4. Financial Proposal - Standard Forms	64
Section 5. Not used	75
Section 6. Fraud and Corruption	77
Section 7. Terms of Reference.....	81
PART II.....	83
Section 8. Conditions of Contract and Contract Forms	83
PART III.....	84
Section 9. Notification of Intention to Award and Beneficial Ownership Forms	84

PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Consulting Services

Name of Assignment: Ramu 1 Hydropower Refurbishment Project

RFP Reference No. 001/2022

Country: Papua New Guinea

Date: 24th November 2022

[insert: Name and Address of Consultant.]

Dear Mr. /Ms.:

1. The Independent State of Papua New Guinea (hereinafter called “Financing Recipient”) has received grant funds (the “Grant”) and loan financing (the “Loan”) from the Department of Foreign Affairs and Trade through the Australian Infrastructure Financing Facility for the Pacific (**AIFFP**) and Export Finance Australia (**EFA**) as lender of record for the AIFFP (each an **AIFFP Financier**) toward the cost of Ramu 1 Hydropower Refurbishment Project, in the Eastern Highlands of Papua New Guinea. The PNG Power Ltd (Client), intends to apply a portion of the proceeds of the loan and grant to eligible payments under the contract for which this Request for Proposals is issued. AIFFP is the coordinating Financier for this procurement. Payments by the Financier will be made only at the request of PNG Power Ltd and upon approval by the Financier, and will be subject, in all respects, to the terms and conditions of the loan/ grant agreement[s].
2. No party other than the PNG Power Ltd shall derive any rights from the loan/grant agreement or have any claims to the proceeds of the loan /grant. For this contract, the Financing Recipient shall process the payments using the Direct Payment disbursement method, as defined in AIFFP’s Disbursement Guidelines.
3. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): Construction Supervision Consulting Services. More details on the Services are provided in the Terms of Reference (Section 7).
4. This Request for Proposals (RFP) has been addressed to the shortlisted Consultants from the DFAT Capital Infrastructure Panel (the **AIFFP Panel**):
5. It is not permissible to transfer this RFP to any other firm. Shortlisted Consultants listed above may associate with other firms who are not on the AIFFP Panel where specifically permitted in the Instructions to Consultants and where the requirements in the Instruction

to Consultants are satisfied. All Consultants will be required to demonstrate that they meet, or continue to meet further minimum eligibility, financial and experience qualification requirements with respect to the services.

6. A firm will be selected under Quality Cost Based Selection Process (QCBS) and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the World Bank's "Procurement Regulations for IPF Borrowers" December 2016 ("Procurement Regulations"), which can be found at the following website: www.worldbank.org

The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Not used

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (Time-Based)

7. **NOTICE:** These bidding documents have been adapted by AIFFP, with permission, from the World Bank's Standard Procurement Documents Consulting Services for Project Management in Infrastructure Projects (version 2021) so as to include and reflect policies applicable to recipients of AIFFP funding, including the AIFFP's social procurement policy). Attention is drawn in particular to specific provisions in the Instructions to Consultants setting out AIFFP's requirements in relation to eligibility, restricted parties and sanctions, corruption and fraud policies and SEAH performance-related disqualification. Proposers should note in particular that the loan /grant agreement prohibits drawdowns or disbursements 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 AIFFP Financier, will be made to or for the benefit of a Restricted Party (defined in the Instructions to Consultants).
8. Please inform us by *30 November 2022*, by E-mail dpala@pngpower.com.pg
 - (a) that you have received this Request for Proposals; and
 - (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
9. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

PNG POWER LTD

Francis Mamia

General Manager Asset Development

Cnr Wards Road & Cordia St, PO Box 1105, Boroko, NCD, 111, Papua New Guinea

Tel: +675 324 3533

Section 2. Instructions to Consultants and Data Sheet

TABLE OF CONTENT

A. General Provisions	9
1. Definitions	9
2. Introduction	16
3. Conflict of Interest	17
4. Unfair Competitive Advantage	18
5. Fraud and Corruption	18
6. Eligibility.....	18
B. Preparation of Proposals	20
7. General Considerations	20
8. Cost of Preparation of Proposal	20
9. Language	20
10. Documents Comprising the Proposal	20
11. Only One Proposal	20
12. Proposal Validity.....	21
13. Clarification and Amendment of RFP.....	22
14. Preparation of Proposals Specific Considerations	22
15. Technical Proposal Format and Content	23
16. Financial Proposal	24
C. Submission, Opening and Evaluation	24
17. Submission, Sealing, and Marking of Proposals.....	24
18. Confidentiality.....	25
19. Opening of Technical Proposals	26
20. Proposals Evaluation	26
21. Evaluation of Technical Proposals.....	27
22. Financial Proposals for QBS	27
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods).....	27
24. Correction of Errors	28
25. Taxes	29

26.	Conversion to Single Currency	29
27.	Combined Quality and Cost Evaluation.....	29
D.	Negotiations and Award	30
28.	Negotiations	30
29.	Conclusion of Negotiations.....	31
30.	Standstill Period	32
31.	Notification of Intention to Award.....	32
32.	Notification of Award	32
33.	Debriefing by the Client.....	33
E.	Data Sheet	35

Instructions to Consultants

A. General Provisions

1. Definitions

- (a) **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) **“AIFFP”** means either of the following as the context requires:
 - (i) the Commonwealth of Australia acting through the Department of Foreign Affairs and Trade (hereinafter called **“DFAT”**) in relation to funding under the Australian Infrastructure Financing Facility for the Pacific; and
 - (ii) the funding program established by the Government of Australia as the Australian Infrastructure Finance Facility for the Pacific provided through grants and loans, with Export Finance Australia as it is the lender of record.
- (c) **“AIFFP Financier”** means AIFFP, or both AIFFP and EFA, depending on whether the financing includes both grant and loan funding.
- (d) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (e) **“Financing Recipient”** means the Government, Government agency or other entity that signs the *grant and loan* agreement with the AIFFP Financier.
- (f) **“Child Exploitation, Abuse and Harm”** or **“CHEAH”** means the following:
 - (i) **“Child Abuse”** means physical abuse, neglect, emotional abuse, sexual abuse, or ill-treatment.
 - (ii) **“Child Exploitation”** means one or more of the following:
 - committing or coercing another person to commit an act or acts of abuse against a child;

- possessing, controlling, producing, distributing, obtaining or transmitting child exploitation material;
- committing or coercing another person to commit an act or acts of grooming or online grooming; or
- using a minor for profit, labour, sexual gratification, or some other personal or financial advantage.

(iii) “**Child Harm**” means any detrimental effect on a child’s physical, psychological or emotional wellbeing. Harm may be caused by financial, physical or emotional abuse, neglect, and/or sexual abuse or exploitation whether intended or unintended.

*A non-exhaustive list of behaviours which constitute CHEAH is attached to the Code of Conduct form in Section 3.

- (g) “**Client**” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (h) “**Client’s Personnel**” is as defined in Clause GCC 1.1(e).
- (i) “**Consultant**” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (j) “**Consultant’s Personnel**” means personnel whom the Consultant utilizes in the execution of the Contract, including staff, labour and other employees of the Consultant and the Sub-consultant’s Personnel and any other personnel assisting the Consultant in the execution of the Contract.
- (k) “**Contract**” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (l) “**Contractor**” is as defined in Clause GCC 1.1.(h).
- (m) “**Contractor’s Personnel**” is as defined in Clause GCC 1.1(i).

- (n) **“Criminal Code Act List”** means the list of organisations that are specified as a “terrorist organisation” by regulations made under the Criminal Code Act 1995 (Cth) (this list is currently available at <https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx>).
- (o) **“Data Sheet”** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (p) **“Day”** means a calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of the Financing Recipient. It excludes the Financing Recipient’s official public holidays.
- (q) **“Debarment List”** means any publicly available debarment list of any one of the following institutions: African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank and the World Bank Group.
- (r) **“DFAT”** means the Australian Government Department of Foreign Affairs and Trade.
- (s) **“Export Finance Australia” or “EFA”** means the Export Finance and Insurance Corporation established under the *Export Finance and Insurance Corporation Act 1991* (Cth).
- (t) **“ES”** means environmental and social (including SEAH, CHEAH and modern slavery).
- (u) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant or Sub-consultant.
- (v) **“Government”** means the government of the Client’s country.
- (w) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-

procurement system used by the Client) with proof of receipt;

- (x) **“ITC”** (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (y) **“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.
- (z) **“Modern Slavery”** means any conduct activity, practice or conduct that:
 - (i) causes a person to enter into or remain in slavery or a slavery-like condition, including employing or engaging Forced Labour or Child Labour or persons who have been subject to Trafficking.
 - (ii) involves organizing or facilitating trafficking in persons as defined in Article 3 of the Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime, done at New York on 15 November 2000 ([2005] ATS 27); or
 - (iii) is otherwise prohibited or defined as ‘modern slavery’ for the purposes of any offence under any applicable laws concerned with anti-slavery or human trafficking in a relevant jurisdiction,

where:

“Forced Labour” is defined as any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty (whether against the victim or another person), and includes: any kind of involuntary or compulsory labour, such as indentured labour, bonded labour, serfdom or similar labour-contracting arrangements and will apply regardless of whether or not escape from the condition is practically possible for the victim if the victim has attempted to escape from the condition;

“**Child Labour**” is defined as:

- (i) any work or service performed by a child under the age of 14 unless the national law specifies a higher age as the minimum age (the minimum age);
- (ii) any work or service performed by a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development; and
- (iii) [any other conduct that constitutes the worst forms of child labour under Article 3 of the ILO Convention (No. 182) concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, done at Geneva on 17 June 1999 ([2007] ATS 38).]

“**Trafficking**” is defined as:

- (iv) the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.; and
- (v) any other act which would constitute trafficking in persons, as defined in Article 3 of the Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime, done at New York on 15 November 2000 ([2005] ATS 27) (**Trafficking**).

- (aa) “**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.

(bb) “**Proposal**” means the Technical Proposal and the Financial Proposal of the Consultant.

(cc) “**Restricted Party**” means:

- (i) a person listed on any Sanctions List;
- (ii) a person that has a primary place of business in, or is incorporated or organised under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or
- (iii) any person or entity that is a target of Sanctions (including by way of beneficial ownership).

(dd) “**RFP**” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.

(ee) “**Sanctions**” means the trade or economic sanctions, Laws, regulations, embargoes or restrictive measures administered, enacted or enforced by:

- (i) Australia;
- (ii) the United Nations;
- (iii) the United States;
- (iv) the European Union;
- (v) the United Kingdom;
- (vi) the Client’s Country; or
- (vii) the respective governmental institutions and agencies of any of the foregoing, including DFAT, Office of Foreign Assets Control of the US Department of Treasury, the United States Department of State and Her Majesty’s Treasury,

(ff) “**Sanctions Authority**” means each of the entities listed in paragraphs (i) - (vii) of the definition of Sanctions.

(gg) “**Sanctions List**” means the Consolidated List of DFAT, the Criminal Code Act List, the ‘Specially Designated Nationals and Blocked Persons’ list maintained by the Office of Foreign Assets Control of the US Department of Treasury, the Consolidated List of Targets and the

Investment Ban List maintained by Her Majesty's Treasury, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities (as defined in the definition of "Sanctions"), including any sanctions list of the Client's Country specified in the **Data Sheet**.

(hh) **"Services"** means the work to be performed by the Consultant pursuant to the Contract.

(ii) **"Sexual Exploitation, Abuse and Harassment" "(SEAH)"*** means the following:

- (i) **Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
- (ii) **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. It covers sexual offences including but not limited to: attempted rape (which includes attempts to force someone to perform oral sex); and sexual assault (which includes non-consensual kissing and touching).
- (iii) **Sexual Harassment*** is defined as unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature or engages in other unwelcome conduct of a sexual nature by the Consultant's Personnel, in circumstances in which a reasonable person, having regard to all the circumstances, would have anticipated the possibility that the person harassed would be offended, humiliated or intimidated. Sexual harassment can be perpetrated against beneficiaries, community members, citizens, as well as Sub-consultant's Personnel or Client's Personnel.

(jj) *A non-exhaustive list of behaviours which constitute SEAH is attached to the Code of Conduct form in Section 3. **"Site"** is as defined in Clause GCC 1.1 (z).

- (kk) **“SPD - RFP”** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (ll) **“Sub-consultant”** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (mm) **“Sub-consultant’s Personnel”** means personnel whom the Sub-consultant utilizes in the execution of the contract with the Consultant, including staff, labour and other employees of the Sub-consultant, and any other personnel assisting the Sub-consultant in the execution of the contract with the Consultant.
- (nn) **“Terms of Reference (TORs)”** (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

Defined terms used in this ITC not defined in the ITC have the meaning given to them at Section 6 – Fraud and Corruption.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports

required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

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

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

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

a. Conflicting Activities

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

b. Conflicting Assignments

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

c. Conflicting Relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Financing Recipient (or of the Client, or of implementing agency, or of a recipient of a part of the AIFFP Financier's financing) who are

directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the AIFFP Financier throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Fraud and Corruption

5.1 AIFFP requires compliance with the policies and procedures relating to corruption and fraud as set forth in Section 6.

5.2 In addition to the above, the Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, subconsultants, service providers, suppliers, and personnel, to permit the AIFFP Financier to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the AIFFP Financier.

6. Eligibility

6.1 AIFFP permits consultants (individuals and firms) from all countries to offer consulting services for AIFFP-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the AIFFP Financier in the applicable Procurement Regulations.

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

a. Debarment List and ineligibility

6.3.1 A Consultant who is on a Debarment List or that has been determined to be ineligible by AIFFP in

- due to fraud or corruption** accordance with the provisions of Section 6 concerning corrupt practices and fraud shall not be eligible to be awarded a Contract or to otherwise benefit from the Contract.
- b. Prohibitions** 6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if they are a Restricted Party.
- c. Restrictions for State-Owned Enterprises** 6.3.3 State-owned enterprises or institutions in the Financing Recipient's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the AIFFP Financier, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.
- d. Restrictions for Public Employees** 6.3.4 Government officials and civil servants of the Financing Recipient's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:
- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
 - (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Financing Recipient.
- e. Financing Recipient Debarment** 6.3.5 A firm that is debarred by the Financing Recipient from being awarded a contract is eligible to participate in this procurement, unless the AIFFP, at the Financing Recipient's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.
- f. Noncompliance with SEAH obligations** 6.3.6 Firms and individuals will be ineligible if they are subject to disqualification due to noncompliance with contractual SEAH prevention and response obligations (and the corresponding World Bank requirements).

B. Preparation of Proposals

- | | |
|--|---|
| 7. General Considerations | 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. |
| 8. Cost of Preparation of Proposal | 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant. |
| 9. Language | 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the Data Sheet . |
| 10. Documents Comprising the Proposal | <p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).</p> <p>10.3 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 4).</p> |
| 11. Only One Proposal | 11.1 The Consultant shall submit only one Proposal, in its own name. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet . |

- 12. Proposal Validity**
- 12.1 Proposals shall remain valid until the date specified **in the Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.
- 12.2 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.
- 12.3 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 ITC 5.
- a. Extension of Proposal Validity**
- 12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. 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.
- 12.5 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, except as provided in ITC 12.7.
- 12.6 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**
- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute 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.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are

unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

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

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations

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

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the

written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 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.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

- | | |
|--------------------------------|---|
| 16. Financial Proposal | 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet . |
| a. Price Adjustment | 16.2 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 . |
| b. Taxes | 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet . Information on taxes in the Client's country is provided in the Data Sheet . |
| c. Currency of Proposal | 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the national currency. |
| d. Currency of Payment | 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. |

C. Submission, Opening and Evaluation

- | | |
|--|--|
| 17. Submission, Sealing, and Marking of Proposals | <p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail. If specified in the Data Sheet, the Consultant only has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> |
|--|--|

- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original of the Technical Proposal shall be placed inside an electronic file clearly marked “**TECHNICAL PROPOSAL**”, “PPL RAMU 1 REHABILITATION Construction Supervision Services “, *[reference number]*, *[name and address of the Consultant]*.
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of separate electronic file clearly marked “**FINANCIAL PROPOSAL**” “PPL RAMU 1 REHABILITATION Construction Supervision Services, *[reference number]*, *[name and address of the Consultant]*.”
- 17.7 The responses containing the Technical and Financial Proposals shall be uploaded onto the Tender Link portal, as directed by the application.
- 17.8 If the Proposals are not marked as required, the Client will assume no responsibility for the misplacement, loss, of the Proposal.
- 17.9 The Proposal or its modifications must be uploaded onto the system 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 will not be accepted by the Tender Link system.

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client

notifies Consultants of the results of the evaluation of the Technical Proposals.

- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing AIFFP's sanctions procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or an AIFFP Financier on any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical Proposals

- 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The Financial Proposal shall remain sealed and shall be securely stored on the Tender Link system until they are opened in accordance with ITC 23.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or the name of the lead member and the names and the countries of all members; (ii) the presence of the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

- 20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and AIFFP issues its "no objection", if applicable.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

- 21. Evaluation of Technical Proposals**
- 21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the 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 RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 22. Financial Proposals for QBS**
- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
- 23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**
- 23.1 After the technical evaluation is completed and AIFFP has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:
- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
 - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
 - (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
 - (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.
- 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 35.1.

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

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the AIFFP Financiers.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

- a. Time-Based Contracts**
- 24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails, and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
- b. Lump-Sum Contracts**
- 24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
- 25. Taxes**
- 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency**
- 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality and Cost-Based Selection (QCBS)**
- 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal,

which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score and invite such a Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. 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.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract,

who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

28.5 The negotiations include discussions of the 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.

c. Financial Negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with AIFFP. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained AIFFP'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.

- 30. Standstill Period** 30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by an AIFFP Financier, the Standstill Period shall not apply.
- 31. Notification of Intention to Award** 31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
 - (b) the contract price of the successful Proposal;
 - (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
 - (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
 - (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
 - (f) the final combined scores and the final ranking of the Consultants;
 - (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
 - (h) the expiry date of the Standstill Period; and
 - (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.
- 32. Notification of Award** 32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, and upon verifying that the Consultant is not disqualified by the World Bank due to noncompliance with the World Bank's contractual SEAH prevention and response obligations, the Client shall, send a notification of

award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant:

- (a) to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification; and
- (b) to submit a recent (within the preceding 6 months) bank account statement for the successful Consultant which shall be submitted within eight (8) Business Days of receiving this request.

The Client will require the Consultant to replace any subconsultant that is disqualified by the World Bank due to noncompliance with contractual SEAH prevention and response obligations under a World Bank funded contract.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefore; and
- (e) the name of the successful consultant, the final total contract price, the contract duration, and a summary of its scope.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a

debriefing to all unsuccessful Consultants whose request is received within this deadline.

- 33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period
- 33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting

34. Signing of Contract

- 34.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Related Complaint

- 35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (b)	Papua New Guinea
1 (o)	<p>Electronic –Procurement System</p> <p>The Client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process:</p> <p>Tender Link https://portal.tenderlink.com/pngpower <i>or</i> www.pngpower.com.pg/tenders</p> <p>The electronic-procurement system shall be used to manage the following part of the RFP process:</p> <p>Uploading of SPD documents</p> <p>Issuing of Notice to Consultants to advise them of that the bid documents are available</p> <p>All queries are managed via the Tender Link System</p> <p>Any amendments or notices will be issues via Tender Link</p> <p>All documents are to be submitted via Tender Link only</p> <p>On the date and time of the deadline, the portal will close</p> <p>Information will be provided to bidders to join an online tender opening where the bids will be read out as per guidelines listed elsewhere</p> <p>All queries or notifications post tender closing, will be via Tender Link</p>
2.1	<p>Name of the Client: PNG Power LTD</p> <p>Method of selection: QCBS as per the Procurement Regulations (available on www.worldbank.org)</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>Yes</p> <p>The name of the assignment is: Construction Supervision Consultant for Ramu 1 hydropower Refurbishment Project</p>

2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 07 December 2022</p> <p>Time: 14:00 local (PNG) Time.</p> <p>Address: PNG Power Ltd National Officer Level 3 Asset Development Conference Room.</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: A presentation will be prepared describing the project, with digital maps are the area, describing the technical matters of the project</p>
B. Preparation of Proposals	
9.1	This RFP has been issued in the English language.
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <ul 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 (8) TECH-7 Code of Conduct (ES): The Consultant shall submit its Code of Conduct that will apply to the Experts, to ensure compliance with the Consultant's Environmental and Social (ES) obligations under the Contract. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional

	<p>requirements, including as necessary to consider specific Contract issues/risks.</p> <p>(9) Fraud and Corruption Declaration in the form included in Section 6;</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p> <p>(5) Statement of Undertaking</p>
10.2	<p>Statement of Undertaking is required</p> <p>Yes</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes</p>
12.1	<p>Proposals shall be valid until <u>31 March 2022</u>.</p>
13.1	<p>Clarifications may be requested no later than 7 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: Via the Tender Link User Login Portal</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes</p> <p>Or</p> <p>(b) other shortlisted Consultants: Yes</p>
14.1.2	<p>N/A</p>

<p>14.1.3</p> <p>for time-based contracts only</p>	<p><i>[If not used, state “Not applicable”. If used, insert the following:</i></p> <p>The Consultant’s Proposal must include <u>the minimum</u> Key Experts’ time-input of <u>159</u> person-months.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
<p>15.2</p>	<p>The format of the Technical Proposal to be submitted is:</p> <p>FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<p>16.1</p>	<p>A <u>sample</u> list is provided below for guidance.</p> <ol style="list-style-type: none"> (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Client; (7) other allowances where applicable and provisional or fixed sums (if any) (8) Project office
<p>16.2</p>	<p>A price adjustment provision applies to remuneration rates:</p> <p>Yes</p>

16.3	“Information on the Consultant’s tax obligations in the Client’s country can be found through Internal Revenue Commission of Papua New Guinea via https://irc.gov.pg/. “
16.4	<p>The Financial Proposal shall be stated in the following currencies: USD.</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): No</p>
C. Submission, Opening and Evaluation	
17.1	<p>The Consultants shall submit their Proposals electronically.</p> <p>The electronic Application submission procedures shall be via the Tender Link portal only, and only registered users on Tender Link will have access to the PNG Power LTD tender portal (there may be a fee associated with this). PNG Power will issue an open invitation to all interested parties, with details as to how to access and download the relevant information</p>
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and _____ 0 copies.</p> <p>(b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 26 January 2022</p> <p>Time: 14:00 utc+10</p> <hr/> <p><i>The time allowed for the preparation and submission of Proposals shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) Business Days, unless otherwise agreed with AIFFP]</i></p> <p>The Proposal submission address is: https://portal.tenderlink.com/pngpower</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered:</p> <p>Yes</p>

	<p><i>The online opening procedure shall be via online meeting. A meeting invitation will be sent to tenderers who submitted their bid document only. On successful closing and the bid portal, the submissions shall be opened by the procurement manager, and the name of the bidders shall be read out only.</i></p> <p>The opening shall take place at:</p> <p>Street Address: Corner Wards & Gordia St, Hohola</p> <p>Ground Floor, Procurement Conference Room:</p> <p>City: Port Moresby</p> <p>Country: Papua New Guinea</p> <p>Date: same as the submission deadline indicated in 17.7.</p> <p>Time: 14:30 utc+10</p>																				
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals N/A																				
21.1 (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:</td><td style="text-align: right;">15</td></tr> <tr> <td>ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</td><td style="text-align: right;">25</td></tr> <tr> <td colspan="2"> <p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p> </td></tr> <tr> <td colspan="2">(iii) Key Experts' qualifications and competence for the Assignment:</td></tr> <tr> <td colspan="2"> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> </td></tr> <tr> <td>a) <i>Position K-1: Team Leader</i></td><td style="text-align: right;">15</td></tr> <tr> <td>b) <i>Position K-2: Mechanical Engineer</i></td><td style="text-align: right;">10</td></tr> <tr> <td>c) <i>Position K-3: Electrical Engineer</i></td><td style="text-align: right;">5</td></tr> <tr> <td>d) <i>Position K-4: Civil/Structural Engineer</i></td><td style="text-align: right;">5</td></tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	15	ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	25	<p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p>		(iii) Key Experts' qualifications and competence for the Assignment:		<p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p>		a) <i>Position K-1: Team Leader</i>	15	b) <i>Position K-2: Mechanical Engineer</i>	10	c) <i>Position K-3: Electrical Engineer</i>	5	d) <i>Position K-4: Civil/Structural Engineer</i>	5
	<u>Points</u>																				
(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	15																				
ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	25																				
<p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p>																					
(iii) Key Experts' qualifications and competence for the Assignment:																					
<p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p>																					
a) <i>Position K-1: Team Leader</i>	15																				
b) <i>Position K-2: Mechanical Engineer</i>	10																				
c) <i>Position K-3: Electrical Engineer</i>	5																				
d) <i>Position K-4: Civil/Structural Engineer</i>	5																				

	<p><i>e) Position K-5: Project Manager</i> 5</p> <p style="text-align: right;">Total points for criterion (iii): 40</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): <u>20</u></p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): <u>70</u></p> <p>3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): <u>10</u></p> <p style="text-align: right;">Total weight: 100%</p> <p>(iv) Transfer of knowledge (training) program (relevance of approach and methodology):</p> <p style="text-align: right;">Total points for criterion (iv): 10</p> <p>(v) Participation by nationals among proposed Key Experts 10</p> <p>Total points for the five criteria: 100</p> <p>The minimum technical score (St) required to pass is: <u>80</u></p>
	Public Opening of Financial Proposals
23.4	<p>An online option of the opening of the Financial Proposals is offered: Yes.</p> <p>The online opening procedure shall be an online event, where only the successful consultants who qualified the technical criteria will have their financial proposals opened. Those consultants shall receive electronic notification of their having achieved the technical criteria and will receive the invitation to attend the financial opening of the remaining bids.</p>

23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date, and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact Danae Pala at DPala@pngpower.com.pg and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.</p>
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is <u>USD</u></p> <p>The official source of the selling (exchange) rate is <u>Bank of Papua New Guinea</u></p> <p>The date of the exchange rate is: 20th January 2022</p>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80, and</p> <p>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>

	P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$.
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: <u>14th February 2023 to 18 February 2023</u></p> <p>Address: PNG Power Ltd, National Officer Level 3 Asset Development Business Unit Conference Room, Corner Wards road and Cordia St, Hohola, Port Moresby, Papua New Guinea,</p>
34.2	<p>Expected date for the commencement of the Services:</p> <p>Date: 27 March 2023 at: Port Moresby</p>
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the World Bank's "<u>Procurement Regulations for IPF Borrowers</u> (Annex III)", as revised in the following manner:</p> <p>All references to the World Bank are to AIFFP, and all complaints lodged with the Client shall be shared by the Client with AIFFP and AIFFP will determine the appropriate action.</p> <p>If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: <i>DANAE PALA</i></p> <p>Title/position: <i>TEAM LEADER TENDERS AND SUPPLY MANAGEMENT</i></p> <p>Client: <i>PNG POWER LTD</i></p> <p>Email address: <i>dpala@pngpower.com.pg</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of this Request for Proposal; 2. the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and 3. the Client's decision to award the contract.

Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	10
✓ If applicable		Power of Attorney	No pre-set format/form.	3
✓		TECH-2	Consultant's Organization and Experience.	5
✓		TECH-2A	A. Consultant's Organization	2
✓		TECH-2B	B. Consultant's Experience	3
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	2
✓		TECH-3A	A. On the Terms of Reference	2
✓		TECH-3B	B. On the Counterpart Staff and Facilities	2
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	5
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	5
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	20
✓	✓	TECH-7	Code of Conduct (ES)	3
✓	✓	TECH-8	Sexual Exploitation and Abuse and/or Harassment (SEAH) Performance Declaration	3

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

FORM TECH-1**TECHNICAL PROPOSAL SUBMISSION FORM**

{ Location, Date }

To: *[Name and address of Client]*

Dear Sirs:

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

{ OR

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

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by AIFFP.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by AIFFP’s policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, sub-contractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks.

Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council.

(f) **Sexual Exploitation, Abuse and Harassment (SEAH):** *[select the appropriate option from (i) to (iii) below and delete the others].*

We, and any of our sub-consultants:

- (i) [have not been subject to disqualification by the World Bank or any other multi-lateral bank or bilateral donor for non-compliance with SEAH obligations.]
 - (ii) [are subject to disqualification by the World Bank or any other multi-lateral bank or bilateral donor for non-compliance with SEAH obligations.]
 - (iii) [had been subject to disqualification by the World Bank or any other multi-lateral bank or bilateral donor for non-compliance with SEAH obligations. An arbitral award on the disqualification case has been made in our favour.]
- (g) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (h) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (k) **Suspension and Debarment:** We, along with any of our subconsultants, suppliers, consultants, manufacturers, or service providers for any part of the Contract, are not on and not controlled by any entity or individual that is on a Debarment List as defined in the ITC;
- (ka) **Restricted Party:** We certify that we are not, and are not controlled by any entity or individual that is, a Restricted Party as defined in the ITC and that, based on our reasonable enquiries, none of our subconsultants, suppliers, consultants, manufacturers, or service providers for any part of the Contract, are or are controlled by any individual or entity which is, a Restricted Party. (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corrupt Practices (as those terms are defined in Section 6).
- (m) **Modern Slavery:** We hereby certify that we have taken reasonable steps to examine our subconsultants and sub-subconsultants and so on right down the contracting chain (including all suppliers, tradespersons, and consultants) relevant to the services under the Contract (the **Supply Chain**) for evidence of modern slavery (as defined in the General Conditions of Contract) and that we have not found any evidence of modern slavery in our Supply Chain. *[Consultant to insert where applicable]* [We are obliged to report under the following *[Modern Slavery Act 2018 (Cth), Modern Slavery Act 2015 (UK)]*/other human rights

reporting law] [*insert applicable human rights reporting law*]. [The following is a link to our report submitted in accordance with the relevant law(s): [*insert link*]

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last 3 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company. 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\$ equivalent)/ 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 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....”: drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{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., if any}

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference 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, (including on the Environmental and Social (ES) and Local Content aspects) 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. Please provide details of the nature of and extent of participation of nationals filling key expert and non-key expert roles, and the gender breakdown of your team composition }

FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

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

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks (including on the Environmental and Social (ES) and Local Content aspects) to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												

- 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 (FOR FTP AND STP)


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... For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, 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 AIFFP.

{ 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

FORM TECH-7 (FOR FTP AND STP))
CODE OF CONDUCT FOR EXPERTS (ES) FORM

CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *[enter name of Consultant]*. We have signed a contract with *[enter name of Client]* for *[enter description of the Services]*. These Services will be carried out at *[enter the Site and other locations as appropriate]*. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment, child exploitation, abuse, and harm and of modern slavery.

Note to the Consultant:

The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified. However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts at the Site or other places where the Services are being carried out.

This Code of Conduct identifies the behaviour that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive or violent behaviour will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently.
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person.
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health.
 - b. wearing required personal protective equipment; and
 - c. following applicable emergency operating procedures.

4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel or Client's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. not engage in Child Abuse, which means physical abuse, neglect, emotional abuse, sexual abuse or ill-treatment;
11. not engage in Child Exploitation, which means committing or coercing another person to commit an act or acts of abuse against a child, including grooming or online grooming, possessing, controlling, producing distributing, obtaining or transmitting child exploitation material, or using a minor for profit, labour, sexual gratification or some other personal or financial advantage;
12. not engage in Child Harm, which means any detrimental effect on a child's physical, psychological or emotional wellbeing;
13. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, preventing Sexual Exploitation, Abuse and Harassment (SEAH) and preventing CHEAH;
14. maintain internal policies clearly setting out personnel employees' obligations with regards to Modern Slavery prevention, record keeping, detection and remediation and for ensuring compliance with Laws relating to Modern Slavery;
15. report violations of this Code of Conduct; and
16. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behaviour that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Consultant's social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behaviour prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Consultant's contact person(s) with relevant experience*] requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviours constituting Sexual Exploitation, Abuse and Harassment (SEAH) and Child Exploitation, Abuse and Harm (CHEAH).

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM
BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION, ABUSE and HARASSMENT
(SEAH) and CHILD EXPLOITATION, ABUSE and HARM (CHEAH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviours:

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- An Expert tells a member of the community that he/she can get them jobs related to the work site (e.g., cooking and cleaning) in exchange for sex.
- An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- An Expert rape, or otherwise sexually assaults a member of the community.
- An Expert denies a person access to the Site unless he/she performs a sexual favour.
- An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context** include, but are not limited to:

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When an Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
- Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

(3) **Examples of CHEAH** include, but are not limited to, where an Expert:

- Engages in sexual intercourse or sexual activity with a child or grooming a child to engage in sexual activity.
- Accesses, solicits or transmits child pornography or child abuse material using a carriage service.
- Engages in sexual activity with a child using a carriage service.
- Online grooming of a child.
- Using any computers, mobile phones, video camera, camera or social media to exploit or harass children or access exploitation material through any medium.
- Inflicts physical punishment on a child.
- Hires a child for domestic or other labour: which is inappropriate given their age or developmental stage; which interferes with their time available for education and recreational activities; or which places them at significant risk of injury.

FORM TECH-8 (FOR FTP AND STP)
SEXUAL EXPLOITATION AND ABUSE AND/OR HARASSMENT (SEAH)
PERFORMANCE DECLARATION

[The following table shall be filled in by the Consultant and each subconsultant proposed by the Consultant]

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Subconsultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEAH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the World Bank Group or any other development bank for non-compliance with SEAH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the World Bank Group or any other development bank for non-compliance with SEAH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the World Bank Group or any other development bank for non-compliance with SEAH obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

Section 4. Financial Proposal - Standard Forms

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding 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 ITC 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third 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 Agents	Amount and Currency	Purpose of Commission or Gratuity
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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

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

We remain,

Yours sincerely,

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} _____

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and 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}				
<u>Total Estimate for Indirect Local Tax:</u>				

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

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

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

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

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

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

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

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

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

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

Sample Form

Consultant:

Country:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts.
- (b) attached are true copies of the latest pay slips of the Experts listed.
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed.
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ₁	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

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

1. Expressed as percentage of 1
2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

Legend:

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

Section 5. Not used

Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

1.1 This annex applies with respect to procurement under projects financed through the Australian Infrastructure Financing Facility for the Pacific, including through grants from AIFFP and loans from EFA.

1.2 The Consultant should also refer to:

- (i) the DFAT Fraud Control Toolkit for funding recipients. Version 1.3, February 2019 which can be found here: <https://www.dfat.gov.au/sites/default/files/fraud-control-toolkit-for-funding-recipients.pdf>; and
- (ii) the OECD Guidelines for Multinational Enterprises which set out best practice principles and standards for responsible business conduct.

2. Defined Terms

In this section, the following terms have the meanings set out below:

- (i) [“corrupt activity” means any Corrupt Practice or Fraud which has been:
 - (1) found by any court in any local or foreign jurisdiction to render a matter illegal, void, voidable or unenforceable under its governing law;
 - (2) admitted to by the person initiating or engaging in that activity to have taken place;
 - (3) found as part of any publicly-available arbitral award in any local or foreign jurisdiction to constitute an offence under any applicable law;
 - (4) found by any court in any local or foreign jurisdiction to constitute an offence under any applicable law (including within Australia, under the Criminal Code Act 1995 (Cth) and any equivalent state based law); or
 - (5) the subject of equivalent measures in relation to contravening any applicable law.]
- (ii) “Corrupt Practice” is any activity which would in the ordinary course of business be understood to be corrupt, wrongful, dishonest or a criminal act or omission, or to constitute bribery (including without limitation, the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of another party to obtain or retain business, or a business or personal advantage [(whether or not for oneself or a third party)). For the avoidance of doubt, this includes all forms of bribery (including any bribery of public officials or any other person).

(iii) “Debarment List” means any publicly available debarment list of any one of the following institutions: African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank and the World Bank Group.

(iv) “Fraud” is means dishonestly obtaining benefit or causing a loss, by deception or other means, and includes incidents of attempted, alleged, suspected or detected fraud.

(iv) [“Equivalent measures” includes resolutions of fraud, bribery or corrupt practice violations using deferred prosecution agreements or non-prosecution agreements, as well as those resulting from any formal admission or voluntary self-reporting.]

3. Requirements

3.1 AIFFP requires that Financing Recipients (including beneficiaries of financing under AIFFP); Consultants (applicants/proposers), consultants, contractors, and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of contracts financed under AIFFP, and refrain from Corrupt Practices and Fraud.

3.2 To this end:

- (a) AIFFP will reject a proposal for award;
 - if an AIFFP Financier determines that the firm or individual recommended for award of the Contract, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in Corrupt Practices or Fraud in competing for the contract in question;
- (b) AIFFP may recognise a firm or individual that has, directly or indirectly, engaged in Corrupt Practices or Fraud or competing for the Contract as ineligible, for a period determined by AIFFP (i) to be awarded or otherwise benefit from a contract financed under the AIFFP Program, financially or in any other manner; (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a financed under the AIFFP Program contract; and (iii) to receive the proceeds of any grant or loan made by an AIFFP Financier or otherwise to participate further in the preparation or implementation of any project financed by an AIFFP Financier;
- (c) AIFFP will recognize a Consultant as ineligible to be awarded the Contract or a contract funded by the AIFFP Financier if the Consultant, or subconsultant who has a direct contract with the Consultant:
 - (i) is at any time during the procurement, on a Debarment List;

(ii) is currently under charge in any court, formally under investigation by public prosecutors for Corrupt Activity, or involved in a process which might result in such party becoming subject to Equivalent Measures for Corrupt Activity; or

(iii) has engaged in Corrupt Activity within the past 5 years.

(d) In addition to the legal remedies of the AIFFP Financier set out in the relevant legal agreement, AIFFP may take other appropriate actions, including declaring misprocurement, if AIFFP determines at any time that representatives of the Financing Recipient or of a recipient of any part of the proceeds of the loan engaged in Corrupt Practices or Fraud during the procurement process, selection and/or execution of the contract in question, without the Financing Recipient having taken timely and appropriate action satisfactory to AIFFP to address such practices when they occur, including by failing to inform AIFFP in a timely manner at the time they knew of the practices;

(d) AIFFP requires that clauses be included in proposal documents and in contracts financed by an AIFFP Financier requiring Consultants applicants/proposers, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel:

(i) to not engage in Corrupt Practices or Fraud;

(ii) to institute, maintain and comply in all material respects with adequate internal procedures and controls, in compliance with AIFFP requirements and applicable laws of the Recipient country, preventing the participation in Fraud or other Corrupt Practices;

(iii) to permit the AIFFP Financier to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the AIFFP Financier; and

(iv) to record all operational activities in relation to the Contract, including to enable the prevention, detection and investigation of Corrupt Practices or Fraud.

Section 7. Terms of Reference

Refer TOR document attached.

PART II

Section 8. Conditions of Contract and Contract Forms

PART III

Section 9. Notification of Intention to Award

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].

For the attention of Consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Client: *[insert the name of the Client]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. /Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Consultant

Name: *[insert name of successful Consultant]*

Address: *[insert address of the successful Consultant]*

Contract price: *[insert contract price of the successful Consultant]*

- 2. Short listed Consultants** *[INSTRUCTIONS: insert names of all short-listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below.]*

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	<u>Sub-criterion c:</u> [insert score] Total score: [insert score]			
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	Combined Score: [combined score] Ranking: [ranking]

Name of Consultant	Submitted Proposal	[<i>use for FTP</i>] Overall technical scores	[<i>use for STP</i>] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		Criterion (iv): [<i>insert score</i>] Criterion (v): [<i>insert score</i>] Total score: [<i>insert score</i>]				
[<i>insert name</i>]	...					
...	...					

3. Reason/s why your Proposal was unsuccessful [*Delete if the combined score already reveals the reason*]

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

4. How to request a debriefing [*This applies only if your proposal was unsuccessful as stated under point (3) above*]

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Client]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Client]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the “Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III)”, as revised in the following manner:

All references to the Bank are to AIFFP, and all complaints lodged with the Client shall be shared by the Client with AIFFP and AIFFP will determine the appropriate action.

You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “How to make a Procurement-related Complaint” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of [*insert the name of the Client*]:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____