

Section 2. Instructions to Consultants

This Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to ADB, to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs).

Definitions

- (a) “ADB” means Asian Development Bank.
- (b) “Borrower” means the Government and includes the executing agency or the implementing agency.
- (c) “Client” means the government of the recipient country of ADB financed TA, grant or loan.
- (d) “Client’s Country” means the country of the Borrower as indicated in the Data Sheet.
- (e) “Consultancy Inputs” means the amount of the time when the Consultant’s services are required during the engagement. One person-month is equivalent to 30 calendar days (field work) or 22 working days (home office). ‘Home office’ work means Consultant’s work at the Consultant’s own office or residence; ‘field work’ means Consultant’s work at an assignment location other than the city or province where the Consultant holds permanent residence or office.¹
- (f) “Consultant” means any private or public entity including a Joint Venture that will provide the Services to ADB under the Contract.
- (g) “Contract” means the contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- (h) “Counterpart Facilities” means facilities specified in the Data Sheet which are provided by the EA to the Consultant generally free of cost and may include office accommodation, transportation equipment and other services.
- (i) “CQS” Consultant’s Qualification Selection.

¹ For periods of less than 1 person-month of field work, the basis of calculation is 1 calendar day which is equivalent to 1/30 (0.0333) of a month. For periods of less than 1 person-month of home office services, the basis of calculation is 176 working hours which is equivalent to 1 person-month, or 8 hours is equal to 1/22 (0.0454) of a person-month, or as otherwise provided in the contract.

- (j) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (k) “day” means calendar day, except where otherwise stated.
- (l) “DMC” means Developing Member Country of ADB.
- (m) “Executing Agency” (EA) is the agency or authority (usually a government entity) of the Client’s country responsible for administering the TA.
- (n) “FBS” means Fixed Budget Selection.
- (o) “Government” means the government of the Client’s Country.
- (p) “Implementing Agency (IA)” is the agency authorized to implement the project.
- (q) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with the information needed to prepare their Proposals.
- (r) “Joint Venture” means a Consultant which comprises two or more Partners each of which will be jointly and severally liable to ADB for all the Consultant’s obligations under the Contract.
- (s) “LCS” means Least Cost Selection.
- (t) “Lead Partner” is the Partner designated in the Power of Attorney to represent the Joint Venture.
- (u) “Partner” means any of the entities that make up the Joint Venture and Partners means all those entities.
- (v) “Personnel” means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof. “International Personnel” means such qualified persons who are citizens of an ADB member country; “National Personnel” means such qualified persons who are citizens of the Client’s country.
- (w) “Proposal” means a technical proposal or a financial proposal, or both.
- (x) “QBS” means Quality-Based Selection.
- (y) “QCBS” means Quality- and Cost-Based Selection.
- (z) “RFP” means this Request for Proposal.

- (aa) “Services” means the work to be performed pursuant to the Contract.
- (bb) “SSS” means Single Source Selection.
- (cc) “Standard Electronic Means” includes facsimile and email transmissions.
- (dd) “Sub-Consultant” means any person or entity with whom the Consultant associates any part of the Services and for whom the Consultant is fully responsible.
- (ee) “Technical Assistance” (TA) means assistance provided by ADB to help DMCs identify, design, implement and operate development projects and to strengthen their ability to formulate strategies, policies and programs.
- (ff) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of ADB and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 ADB will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 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 contract negotiations and ultimately for a signed Contract with the selected Consultants.
- 1.3 Consultants should familiarize themselves with local conditions relevant to the Services and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal. Consultants should contact the EA’s representative named in the Data Sheet to arrange for their visit. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 Where specified in the Data Sheet, the EA will provide at no cost to the Consultants the Counterpart Facilities specified in the Data Sheet and assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant

project data and reports.

- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. ADB 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 Consultants.

Conflict of Interest

- 1.6.1 ADB considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations and that such conflict of interest may contribute to or constitute a prohibited practice under ADB's Anticorruption Policy. In pursuance of the Anticorruption Policy's requirement that borrowers of ADB loans (including beneficiaries of ADB-financed or administered activity) as well as consultants under ADB-financed or administered Contracts, observe the highest standard of ethics, ADB will take appropriate actions to manage such conflicts of interest including withdrawal of this RFP, and/or any shortlisting of a particular firm or firms in relation thereto or termination of a resulting Contract if it determines that a conflict of interest has flawed the integrity of the consultant selection or engagement or in the performance of the Services.

Conflicting Activities

- 1.6.2 Without limitation on the generality of the foregoing, Consultants (including Sub-Consultants) shall not be recruited under the circumstances set below:
 - (a) Conflict between consulting activities and procurement of goods, works or services: Consultants or Sub-Consultants that have been engaged by ADB to provide goods, works or services for a project shall be disqualified from providing consulting services related to such project. Conversely, a consulting firms or Sub-Consultant hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's or individual consultant's services for such preparation or implementation.
 - (b) Consulting firms or Sub-Consultants shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the firm or Sub-Consultant. As an example, consulting firms or Sub-Consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and

consulting firms or individual consultants assisting a client in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Consultants hired to prepare terms of reference (TOR) for an assignment shall not be hired for the assignment in question.

- (c) Relationship with borrower's staff. Consultants or Sub-Consultants that have a business or family relationship with a borrower staff member or with a borrower's staff who are directly or indirectly involved in any part of (i) the preparation of the TOR of the Contract, (ii) the recruitment process for such Contract, or (iii) supervision of such Contract may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to ADB throughout the recruitment process and the execution of the Contract.

**Unfair
Competitive
Advantage**

- 1.6.3 Fairness and transparency in the recruitment process require that Consultants or Sub-Consultants 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, ADB or the Client shall make available to all the shortlisted Consultants together with the RFP, all information that would in that respect give a Consultant or Sub-Consultant a competitive advantage.

**Disclosure
of Conflict
of Interest**

- 1.6.4 Consultants have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

**Current and
Former
Employees
of the Client**

- 1.6.5 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. In order to determine whether a conflict of interest exists, prior written approval of ADB must be sought before former government employees or agencies of the Client are recruited to work for their former ministries, departments or agencies. When Consultants nominate any government employees or agencies as Personnel in their technical proposal, such Personnel must have written approval from their government or employer, confirming that they will be on leave without pay from their official position and available to work full-time on the assignment for the period required by the assignment and any reasonable extension. Such approval shall be provided to ADB by the Consultant invited to contract negotiations, prior to commencement of negotiations.

Anticorruption

- 1.7 ADB's Anticorruption Policy requires that all beneficiaries of

ADB-financed or administered activities (including the EA and the IA), as well as Consultants under ADB-financed or administered Contracts, observe the highest standard of ethics during the selection process and in execution of such Contracts. In pursuance of this policy,² ADB:

- (i) defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the consultant selection process or in Contract execution;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract;
 - (c) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of a borrower, designed to influence the action of any party in a consultant selection process or the execution of a Contract;
 - (d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a consultant selection process, or affect the execution of a Contract;
- (ii) will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question;
- (iii) will cancel the portion of the financing allocated to a Contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive, or coercive practices during the consultant selection process or the execution of that Contract, without the borrower or beneficiary having taken timely and appropriate action satisfactory to ADB to remedy the situation;

² See ADB’s Anticorruption Policy (<http://www.adb.org/Documents/Policies/Anticorruption>) and Integrity Principles and Guidelines (<http://www.adb.org/Documents/Guidelines/Integrity-Guidelines-Procedures>).

- (iv) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in ADB-financed or administered activities if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an ADB-financed or administered Contract; and
 - (v) will have the right to require that, in consultant selection documentation and in Contracts financed by ADB, a provision be included requiring consultants to permit ADB or its representative to inspect their accounts and records and other documents relating to consultant selection and to the performance of the Contract and to have them audited by auditors appointed by ADB.
- 1.8 Consultants and their Sub-Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or other prohibited practices issued by ADB in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on ADB's Anticorruption Policy.
- 1.9 Consultants shall furnish information on fees, gratuities, rebates, gifts, commissions or other payments if any, paid or to be paid to agents and/or representatives relating to this Proposal and during execution of the assignment, as requested in the Financial Proposal submission form (Section 4).
- Origin of Goods and Services** 1.10 All goods and services that may be supplied under the Contract and financed by ADB, shall have as their country of origin an eligible member country of ADB. See Section 7 - List of ADB Member Countries.
- Only one Proposal** 1.11 Shortlisted Consultants, may only submit one Proposal. Subject to paragraph 3.3(ii), if a shortlisted Consultant (including a partner in a Joint Venture and/or any associated international firm included in a shortlist) submits or participates in more than one Proposal, such Proposals shall be disqualified. However, this does not limit the inclusion of a non-lead national firm in more than one Proposal.
- Proposal Validity** 1.12 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of experts nominated in the Proposal. ADB will make its best effort to complete negotiations within this period. Should the need arise, however, ADB may request Consultants to extend the validity period of

their proposals. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

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| Eligibility of Sub-Consultants and Partners of a Joint Venture | 1.13 | In case a shortlisted Consultant intends to be the lead firm in an association with Sub-Consultants, or, if the Consultant is a Joint Venture, each Sub-Consultant and Joint Venture Partner (and every individual expert) shall be a citizen or legal entity, as the case may be, of an ADB-member country. |
| Participation of National Consultants | 1.14 | Certain ADB-financed or administered consulting services assignments require International Consultants to work together with eligible National Consultants as a team. The TOR should be checked to determine if this assignment requires participation of eligible National Consultants. |
| 2. Clarification of and Amendment of RFP Documents | 2.1 | Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to ADB's address indicated in the Data Sheet. ADB 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 the source of inquiry) to all Consultants. Should ADB deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2. |
| Amendment of RFP Documents | 2.2 | At any time before the submission of Proposals, ADB may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals ADB may, if the amendment is substantial, extend the deadline for the submission of Proposals. In any event, ADB can extend the deadline for the submission of Proposals at its discretion. |
| ADB Clarification of Proposals | 2.3 | It is understood that from time the proposals are received by ADB to the time that the Contract is awarded, ADB shall not request the Consultant to provide any clarification on any matter related to the Consultant's Proposal. |
| 3. Preparation of Proposals | 3.1 | The Proposal (para. 1.2), as well as all related correspondence exchanged by the Consultants and ADB, shall be written in the English language. |
| | 3.2 | In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Consultants whose |

proposals do not respond to the requirements of the documents comprising the RFP may fail to meet the minimum qualifying score as indicated in the Data Sheet.

**Association
Arrangements
and Joint
Ventures**

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (i) For the purpose of submitting a proposal and subject to para. 1.13 above, a shortlisted Consultant may enhance its expertise for the assignment either by:
 - (a) associating with non-shortlisted firms, in which case the Consultant shall be the lead consultant and shall be solely liable under the Contract, or
 - (b) forming a Joint Venture with non-shortlisted firms, in which case the Consultant and the Partners of the Joint Venture shall be jointly and severally liable under the Contract.
- (ii) A shortlisted firm may only submit one proposal. A shortlisted Consultant (including a Joint Venture and an association) can associate with another shortlisted Consultant if so indicated in the Data Sheet, provided (a) such shortlisted Consultant formally withdraws from the shortlist; (b) only one proposal is submitted by the non-withdrawing shortlisted Consultant (including joint venture or association) as reconstituted; (c) such proposal identifies the lead firm or managing joint venture partner as originally submitted by the non-withdrawing shortlisted Consultant; and (d) such Proposal otherwise complies with the terms of this paragraph 3.3. Notwithstanding the previous sentence (and the terms of the Data Sheet), a national firm (which is not a lead firm) that is a JV partner or an associate firm included in a shortlist may participate in more than one proposal.
- (iii) A shortlisted Consultant, if a Joint Venture or an association (i.e., lead firm and Sub-consultants), may add additional non-shortlisted partners or associates/Sub-consultants in its Proposal to broaden its range of expertise and experience.
- (iv) In the event that the Consultant constitutes a Joint Venture, or an association, the Consultant shall submit together with the Technical Proposal (i) for a Joint Venture, a copy of the Joint Venture Agreement and a power of attorney (executed by all partners) that authorizes the designated lead or managing Partner of the Joint Venture to act for

an on behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation; or (ii) for an association, an agreement or letters of association that evidence the terms and conditions of such collaboration and identifies the lead firm. Any Joint Venture agreement, Joint Venture power of attorney or agreement or letters of association shall be attached to TECH-1, Standard Forms (Section 3).

- (v) The Joint Venture Agreement shall expressly indicate joint and several liability of the partners and identify the managing or lead partner. All Partners in a Joint Venture shall sign the Proposal unless the managing or lead partner is nominated to do so in the power of attorney.
- (vi) None of the firms or experts proposed in an association or Joint Venture should be the subject of a sanction by the ADB.
- (vii) Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

3.4 Prior to contract negotiations, the selected Consultant will be required to submit its proof of legal status i.e., certificate of incorporation (or registration, in the case of a partnership or joint venture) or any document required by the commercial laws of the ADB member country establishing the Consultant's status to conduct or transact business as a legal entity.

**Proof of Legal Status
Clearance of Former ADB Staff or Spouses of Current ADB Staff**

3.5 Consultants may include former ADB staff or spouses of current ADB staff in their team of experts provided:

- (a) in the case of former ADB staff:
 - (i) there has been a lapse of at least twelve (12) months since retirement/resignation;
 - (ii) there has been no direct involvement by the former ADB staff in matters related to the TA;
 - (iii) there has been satisfactory performance during previous service of such former staff with ADB;
 - (iv) no close relatives³ of such former staff are currently ADB staff; and

³ "Close relative" means mother, father, brother, sister, niece, nephew, grandmother, grandfather, granddaughter, grandson, aunt, uncle, cousin (child of an aunt or uncle), stepmother, stepfather, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law.

- (v) former executive directors and alternate executive directors on the Board and vice-presidents may not work as consultants less than 3 years after their effective termination dates (except when waived by Management).
- (b) in the case of a spouse of current ADB staff:
 - (i) the proposed consultancy position is not in the same office as his/her spouse;
 - (ii) the proposed consultancy position could not be perceived to involve an actual or potential conflict of interest on the part of ADB staff or spouse;
 - (iii) the spouse is not the spouse of:
 - (a) the President, a Vice President, a Managing Director-General, a Head or Deputy Head of an office or department, and the Dean ADB Institute (ADBI);
 - (b) a professional staff of the Central Operations Services Office (COSO), the Human Resources Division and the Office of the Auditor General; and
 - (c) a professional staff of an ADB field office (i.e. including any resident/regional mission, or a representative, liaison or coordination office) where that spouse will be engaged as a consultant.

except when special approval is obtained from the President.

- (c) Close relatives⁴ of Consultants currently engaged by the ADB may not work as consultants if there is real or potential conflict of interest.

3.6 Before contract negotiations start, COSO asks the Human Resources Division to clear:

- (a) former ADB staff proposed by the first-ranked firm to work as ADB consultants for the first time since retirement/resignation. (COSO clears all consultants,

⁴ Refer to footnote 4.

including former ADB staff, who have worked previously as ADB consultants).

- (b) any spouse of a current ADB staff who is proposed by the first-ranked firm to work as an ADB consultant at any time, i.e. for the first or any future assignment.

Disqualification

3.7 Zero rating resulting in disqualification will be given to a nominated expert in particular circumstances, including if the expert:

- (a) is not a citizen (determined from the passport the expert holds or other equivalent legal document in the case of national professionals in certain countries who do not have passports) of a member country of ADB; member countries are specified under Section 7 – List of ADB Member Countries; or
- (b) is proposed for a national position but is not a citizen of that country; or
- (c) failed to state citizenship on the CV; or
- (d) the CV is not certified and signed in accordance with para. 4.1 (vi) requirements,
- (e) is a current employee of the EA or IA; or
- (f) has failed to disclose any situation of actual or potential conflict in terms of para. 1.6.3; or
- (g) is a close relative⁴ (other than a spouse) of a current ADB employee.

4. Technical Proposal Format and Content

4.1 Depending on the nature of the assignment, shortlisted Consultants are required to submit a Full Technical Proposal (FTP), a Simplified Technical Proposal (STP), or a Biodata Technical Proposal (BTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (i) to (vii) using the attached Standard Forms (Section 3). The following table summarizes the content and maximum number of pages permitted for each type of Proposal. **If the maximum number of pages is exceeded, a penalty of 5 percentage points will be applied for every page over the maximum page limit during evaluation of the Proposal.** A page is considered to be one printed side of A4 or letter size paper.

Proposal Type	Full Technical Proposal (FTP)	Simplified Technical Proposal (STP)	Biodata Technical Proposal (BTP)
Content			

Cover Letter	Maximum two (2) pages excluding necessary attachments	Maximum two (2) pages excluding necessary attachments	Maximum two (2) pages excluding necessary attachments
Experience of the firm	(i) maximum two (2) pages introducing the firm and associate firm(s) background and general experience (Form TECH-2A). (ii) maximum of twenty (20) pages of relevant completed projects in the format of Form TECH-2B illustrating firm and associate(s) firm's relevant experience. No promotional material should be included.	not required.	not required.
General approach and methodology, work plan	maximum fifty (50) pages inclusive of charts and diagrams (Form TECH-4).	maximum ten (10) pages including charts and diagrams (Form TECH-4).	maximum one (1) page for work plan. No written methodology to be provided.
Personnel schedule	Form TECH-7	Form TECH-7	Form TECH-7
Comments on terms of reference	no limit, but to be concise and to the point (Form TECH-3A).	included as part of general approach and methodology.	not required.
Experts' CVs	maximum of five (5) pages for each expert's CV using Form TECH-6.	maximum of five (5) page CV for each expert using Form TECH-6.	maximum of five (5) page CV for each expert using Form TECH-6.
Counterpart staff and facility requirements	maximum of two (2) pages (Form TECH-3B).	not required.	not required.
List of Proposed Expert Team and Summary of CV Particulars	Form TECH-5	Form TECH-5	Form TECH-5

- (i) (a) [For FTP only:] a brief description of the shortlisted Consultant's organization and an outline of recent experience of the shortlisted Consultant and, in the case of Joint Venture, for each Partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/experts who participated, duration of the assignment, contract amount, and shortlisted Consultant's involvement. Information should be provided only for those assignments for which the shortlisted Consultant was legally contracted as a lead firm or as a Joint Venture Partner. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the shortlisted Consultant, or that of the Joint Venture Partners or Sub-Consultants, but can be claimed by the expert themselves in their CVs. Shortlisted Consultants should be prepared to substantiate the claimed experience if so requested by ADB.
- (b) For STP the above information is not required and Form TECH-2 of Section 3 shall not be used.

- (ii) (a) [For FTP only:] comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by ADB (Form TECH-3 A and B of Section 3).
 - (b) For STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (iii) (b)).
- (iii) (a) [For FTP and STP:] a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and Personnel schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (b) For STP only: the description of the approach, methodology and work plan shall consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on TOR and counterpart staff and facilities. The reference to charts and diagrams (see preceding table) in the maximum 10 page limit does not include Form TECH-7 and Form TECH-8 which shall be provided separately.
- (iv) [For FTP, STP and BTP:] The list of the proposed team of experts by area of expertise, the position that would be assigned to each team member, their tasks, and a summary of essential CV information (Form TECH-5 of Section 3).
- (v) Estimates of the Consultancy Inputs (person-months of international and national Personnel) needed to carry out the assignment (Form TECH-7 of Section 3). The Consultancy Inputs should be indicated separately for home office and field work, and for international and national Personnel.

- (vi) CVs of the experts certified and signed by the experts themselves or by the authorized representative submitting the proposal (Form TECH-6 of Section 3). Should the firm be ranked first, copies of the same CVs signed by the experts must be submitted to ADB prior to commencement of contract negotiations.

Technical Proposal to exclude Financial Information

- 4.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial details under any selection method, except CQS and SSS will be declared non-responsive.

5. Financial Proposals

- 5.1 (i) **The Financial Proposal must be prepared using the financial form templates on ADB web site <http://www.adb.org/Consulting/all-methods-ta.asp>.**
- (ii) **A CD together with a hard copy of the Financial Proposal signed by an authorized Consultant's representative shall be submitted.**
- (iii) **Form FIN-6 (Declaration) must be completed and signed.**

In the event of any difference between the contents of the electronic copy of the Financial Proposal and the hard copy, ADB shall use the hard copy to score the Financial Proposal and rank the Technical and Financial Proposals.

- (iv) It is the shortlisted Consultant's responsibility to ensure that the correct Financial Proposal format is used for the selected method indicated in the Data Sheet.
- (v) The Financial Proposal requires completion of the six forms FIN-1 to FIN-6 shown in Section 4.
 - (a) Form FIN-1 is the Financial Proposal Submission Form.
 - (b) Form FIN-2 summarizes the proposed cost(s) by currency(ies). Remuneration is divided into billing rates for international and national experts; reimbursable expenses are divided into per diem rates for international and national experts and costs for other reimbursable expenses items required to perform the Services, as indicated in the Data Sheet. When QBS is used, the financial proposal should remain within the estimated

budget specified. When QCBS is used, the Data Sheet will specify either an estimated budget or a maximum budget [(see 7.6 (iii)-(iv).]

1. For estimated budgets: the gross evaluated financial proposal (inclusive of provisional sums and contingencies) **may** exceed the estimated budget for the assignment;
 2. For maximum budgets: the gross evaluated financial proposal (inclusive of provisional sums and contingencies) **cannot** exceed the maximum budget for the assignment and if it does, this will result in disqualification of such financial proposal.
- (c) Forms FIN-3 and FIN-4 show the remuneration. FIN-4 shows the remuneration details and shall only be used when CQS, QBS or SSS method is used.
- (d) FIN-5 shows details of reimbursable expenses.
- (e) **Form FIN-6 is the declaration of compliance with ADB's Guidelines. The Consultant's authorized representative shall sign and date this Form on behalf of the shortlisted Consultant. Failure to do so will result in the disqualification of the Proposal.**
- (f) The amounts stated under provisional sums and for contingency in FIN-2 must be the exact amounts and in the same currency as specified in the Data Sheet for such cost and are included within the maximum available budget for the assignment specified in the Data Sheet. The exact amounts of provisional sums and contingency, the applicable payment schedule and the currency of payments will be determined during contract negotiations.
- (g) All activities and items described in the Technical Proposal must be priced. For non-remuneration (e.g. out-of-pocket) related omissions, any activities or items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items provided for in the Financial Proposal. For remuneration related costs, if less than the

minimum number of person months specified in the Data Sheet is provided in the Personnel Schedule of the Technical Proposal for international and/or national experts, the difference between such proposed person months for each expert in the Financial Proposal will be added to remuneration related costs at the remuneration rate per month (either home or field) specified for such expert in the Financial Proposal.

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| Currencies | 5.2 | Shortlisted Consultants may express the price of their services in any fully convertible currency of an ADB member country, singly or in combination. The Consultant may express the price as a sum of amounts in different foreign currencies provided the financial proposal includes no more than three foreign currencies. Because the provisional sums are in US\$, one of the currencies shall be US\$. |
| Fees Gratuities and Commissions | 5.3 | Fees, gratuities, rebates, gifts, commissions or other payments or benefits, if any, paid or to be paid or provided or to be provided by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4. |
| 6. Submission, Receipt, and Opening of Proposals | 6.1 | The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the shortlisted Consultant themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. |
| | 6.2 | An authorized representative of the shortlisted Consultant shall initial all pages of Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Financial Proposal shall be marked "ORIGINAL." |
| | 6.3 | The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 6.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs. |
| | 6.4 | The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (in the case of FBS, LCS or QCBS) shall be placed in a sealed envelope |

clearly marked “FINANCIAL PROPOSAL” followed by the TA number and the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope and the Financial Proposal envelope shall bear the submission address, reference number and title of the TA. ADB shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 6.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by ADB no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any Proposal received by ADB after the deadline for submission shall be returned unopened.
- 6.6 Consultants who submit proposals in person in the ADB headquarters are obliged to request and receive an official acknowledgment receipt from the Office of Administrative Services indicating the time and date of delivery. ADB will rely on the official acknowledgement receipt to determine the time and date of the submission of bids.
- 6.7 ADB shall open the Technical Proposals immediately after the deadline for their submission. For FBS, LCS and QCBS methods, the envelopes with the Financial Proposal shall remain sealed and securely stored.
- 6.8 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact ADB on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence ADB in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract will result in the rejection of the Consultants' Proposal.

7. Evaluation of Technical Proposals

- 7.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the TOR and subject to the minimum qualifying mark, applying the evaluation criteria, subcriteria, point system specified in the terms of the Summary Evaluation Criteria detailed in Appendix thereto. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the TOR or if it fails to achieve the

- minimum technical score indicated in the Data Sheet.
- Financial Proposals for CQS, QBS or SSS**
- 7.2 Following the ranking of Technical Proposals, when selection is based on CQS, QBS and SSS methods, in the event of submission of a responsive technical proposal, the first-ranked Consultant is invited to negotiate its Financial Proposal and the Contract in accordance with the instructions given under para. 8 of these Instructions.
- Public Opening (only for FBS, LCS or QCBS)**
- 7.3 In the case of FBS, LCS or QCBS, after the technical evaluation is completed, ADB shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process. ADB shall simultaneously notify in writing those Consultants which have secured the minimum qualifying mark, indicating the date, time and location for opening the Financial Proposals. The tentative date for the public opening of the Financial Proposals is indicated in the Data Sheet which should allow sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- Opening and Evaluation of Financial Proposals (only for FBS, LCS or QCBS)**
- 7.4 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark 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. A copy of the record shall be sent to all Consultants invited to the public opening of the Financial Proposals.
- ADB will provide attendees with details of applicable currency exchange rate from the relevant ADB Daily Exchange Rate Sheet which will be used to compute US dollar equivalents during evaluation of Financial Proposals.
- 7.5 The evaluation committee will review the detailed content of a Financial Proposal. During the review, the committee will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal. Financial Proposals will be reviewed to ensure these are:
- (i) complete (i.e., whether Consultants have priced all items of the corresponding Technical Proposal in compliance with the Data Sheet); if not, ADB will price them by

application of the highest unit cost and quantity of the omitted item as provided in the other Financial Proposals and add their cost to the offered price (applicable for remuneration only and not for out-of-pocket expenses), and correct any arithmetical errors. When correcting computational errors, in case of discrepancy between (a) a partial amount and the total amount the partial amount shall prevail; (b) words and figures, the words shall prevail subject to (a) above. The evaluated total price (ETP) for each Financial Proposal will be determined. The ETP excludes non-competitive components (i.e. contingencies and provisional sums). The ETP will be converted to US dollars using the exchange rate dealt with in para. 7.4.

- (ii) in compliance with the requirements set forth in the Data Sheet, each Financial Proposal must include provisional sums and contingencies in the amounts specified in the Data Sheet and the validity period of the Consultants' proposals must accord with the validity period indicated in the Data Sheet. Discount in any Financial Proposal is not permissible.

7.6 When the QCBS method is used:

- (i) to allow comparison on a common basis, each Financial Proposal will be carefully scrutinized in accordance with the procedure outlined in para. 7.5, and an ETP in US dollars will be determined. The lowest evaluated Financial Proposal will receive the maximum score of 1,000 marks. The score for each other Financial Proposal is inversely proportional to its ETP and will be computed as follows:

$S_f = 1,000 \times F_m / F$ where:

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

F_m is the ETP of the lowest priced Financial Proposal,

F is the ETP of the Financial Proposal under consideration.

- (ii) following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by normally applying a weight specified in the data sheet (i.e., 90%:10%, 80%:20%, or 70%:30%) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant. After such final ranking, the first-ranked Consultants will be invited for

contract negotiations.

- (iii) If a maximum budget is specified in the Data Sheet, Financial Proposals must be within such maximum budget. If any Financial Proposal exceeds such maximum budget, such proposal will be held non-responsive and be given a zero score. In such cases, if the firm submitting a Financial proposal exceeding the maximum budget still obtains the highest combined score in final ranking, this winning firm will be advised, as a condition of contract negotiations, to reduce the Financial Proposal to the maximum budget without compromising the TOR for the assignment (and without modification of proposed unit rates.)
- (iv) If an estimated budget is specified in the Data Sheet, a Financial Proposal may exceed such estimated budget if considered necessary by the firm submitting the financial proposal. In such cases, if the firm submitting a Financial Proposal exceeding the highest combined score in final ranking, this winning firm may be advised, as a condition of contract negotiations, to reduce the Financial Proposal to such maximum budget as may be available for the assignment without compromising the TOR for the assignment (and without modification of proposed unit rates).

7.7 When FBS is used

- (i) ADB will select the Consultant that submitted the highest ranked Technical Proposal within the budget specified in the Data Sheet.
- (ii) **Financial Proposals that exceed the maximum budget specified in the Data Sheet shall be rejected.**

7.8 When LCS is used

- (i) ADB will select the lowest Financial Proposal of the Consultant whose Technical Proposal passed the minimum technical score specified in the Data Sheet.
- (ii) **Financial Proposals that exceed the maximum budget specified in the Data Sheet shall be rejected.**

8. Negotiations

- 8.1 Subject to Clause 2.2, negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its proposal. Failure in

satisfying such requirements may result in ADB proceeding to initiate the negotiation process with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

- 8.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and Personnel, and any suggestions made by the Consultant to improve the TOR. ADB and the Consultants will finalize the TOR, Personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Scope of Services/TOR.” Special attention will be paid to clearly defining the Consultancy Inputs and facilities required from the EA to ensure satisfactory implementation of the assignment. ADB shall prepare minutes of negotiations which will be signed by the representative of the EA and the Consultant.

Financial Negotiations

- 8.3 (i) **When CQS, QBS or SSS** method is used, the financial negotiations will include a detailed review of all the Consultant’s proposed costs including a review of all documentation provided by the Consultant in support of proposed costs. In particular, the Consultants shall provide full details of the remuneration of all nominated experts, according to Section 4 - Financial Proposal - Standard Forms of this RFP.
- (ii) **When the FBS, LCS or QCBS** method is used, the financial negotiations will generally fine-tune duration of the Consultancy Inputs and quantities of out-of-pocket expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal. The details of the expert’s remuneration and specific unit rates for out-of-pocket expenditures will not be subject to negotiations.
- (iii) **For QCBS** where the Financial Proposal of the first-ranked firm is substantially higher than any maximum or estimated budget as specified in the Data Sheet, ADB reserves the right to invite the next-ranked firm to negotiate, if negotiations with the first-ranked firm do not result in a contract having due regard to the Consultancy Inputs and scope of work required under the TOR⁵ [see 7.6 (iii)-(iv).]

⁵ N.B. Proposed unit rates for remuneration shall not be altered since the unit rate cost has been a factor in the selection process.

- Availability of Personnel**
- 8.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Personnel, ADB expects to negotiate a Contract on the basis of the Personnel named in the Proposal. Before contract negotiations commence, ADB will require written assurances that the Personnel will be actually available. ADB will not consider substitutions prior to or during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. ADB may also request the replacement of any expert nominated by the invited firm who: (i) receives a rating below 70% (average); (ii) is deemed to be unsuitable for a proposed position; or (iii) has received an "unsatisfactory" performance evaluation rating within the last five (5) years. In the event that ADB requests a replacement, such replacement shall have the same unit rate of remuneration proposed for the original candidate by the firm in its Financial Proposal, except where the method of selection is CQS, QBS or SSS, where the rate of remuneration and out-of-pocket expenses will be based on supporting documentation but in any case shall not exceed that of the original candidate. Any proposed replacement shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. Failure to meet either of these requirements may result in disqualification.
- Conclusion of the negotiations**
- 8.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations ADB and the Consultant will sign the agreed Contract. If negotiations fail, ADB will invite the Consultant whose Proposal received the second highest score or the second lowest price to negotiate a Contract.
- 9. Award of Contract**
- 9.1 After completing negotiations, ADB shall award the Contract to the selected Consultant and notify the other Consultants who were unsuccessful or whose bids were non-responsive. When FBS, LCS or QCBS is used, after Contract signature, ADB shall return the unopened Financial Proposals to the Consultants whose Technical Proposals have not secured the minimum qualifying mark, or were found to be technically non-responsive.
- 9.2 The Consultant is expected to commence the Services on the date and at the location specified in the Notice to Proceed.
- 9.3 Consultants who were not awarded the Contract may request an oral debriefing from ADB after Contract award in respect of their Proposal.
- 10. Confidentiality**
- Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who

submitted the Proposals or to other persons not officially concerned with the process. The use by any Consultant of confidential information related to the process may make it subject to the provisions of ADB's Anticorruption Policy.