

Summary of Major Changes from Previous RFP Version

14 August 2009

TA - RFP

Section 2. Instructions to Consultants

- Para. 1.11 was revised to read as follows:

Only one Proposal

"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 national Sub-Consultant in more than one Proposal."

- Para. 3.3 (ii) was inserted, as follows:

Association Arrangements and Joint Ventures

"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."

Note: With the insertion of para. 3.3 (ii) above, the numbering of the succeeding paras. were adjusted accordingly.

- The following paras. were revised to read as follows:

Para. 3.3 (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.

Deleted: (from those identified in the Letter of Invitation)

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Para. 3.3 (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 and 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 that evidence the terms and conditions of such collaboration and identifies the lead firm shall be attached to TECH-1, Standard Forms (Section 3).

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Para. 3.3 (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.

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Para. 4.1 (iii) (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.

Para. 5.1 (v) (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).)]

Para. 5.2 was revised as follows:

Shortlisted Consultants may express the price of their services in any fully convertible currency, of ADB member countries, 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\$.

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Para. 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 Consultant and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

Para. 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.

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Para. 7.2:

Following the ranking of Technical Proposals, when selection is based on quality only, 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.

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Data Sheet

- Consistent with the inclusion of para. 3.3 (ii) in Section 2 of the RFP (ITC), the following item was added in the data sheet:

3.3 (ii)	Shortlisted Consultants may associate with other shortlisted Consultants: ___ Yes ___ No
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Section 4 - Financial Proposal Standard Form

Form FIN-1-Financial Proposal Submission Form

- Third para. was revised to read as follows:

"...Fees, gratuities, rebates, gifts, commissions or other payments or benefits paid or to be paid or provided or to be provided to agents² relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below³:

Footnote:

²This includes person(s) employed by ADB.

³ If applicable, replace this paragraph with: "No fees, gratuities, rebates, gifts, commissions or other payments or benefits have been given or received in connection with this Proposal."

- The following paras. were revised to read as follows:

Section 6 – Standard Form of Contract (TA)

General Conditions

Article VIII - Indemnity and Insurance

Section 8.02. Subject to Section 12.02(e) below, the Consultant shall take out and maintain adequate professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services which shall be in coverage no less than a multiple of one times the value of the Services.

Article IX - Coordination

Section 11.02. (a) The Consultant shall at all times ensure that its staff, agents, and representatives employed by the Consultant for this consultancy comply with ADB's Minimum Operating Security Standards (hereinafter "ADB MOSS") in effect in all the countries the consultant will be required to work in under the contract for this consultancy. ADB shall assist the Consultant in obtaining information on the ADB MOSS. However, the Consultant shall be responsible for the provision of all security related equipment reasonable or necessary in the circumstances and/or to comply with the provisions of the ADB MOSS.

Article XVIII – Conflict of Interest

(b) The Consultant shall notify ADB of all assignments or commitments, if any, that the Consultant has or proposes to undertake for another party concurrently with the carrying out of this Contract and shall have obtained or shall obtain the prior written approval of ADB to undertake or complete the same in the absence of which the Consultant shall terminate any such assignment(s) or commitment(s) for such other party.

(c) No personnel of the Consultant listed in the Personnel Schedule shall engage, directly or indirectly, in any business or professional activities which would conflict with the Services.

Article XX – Contractual Ethics

Section 20.01. No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the consultant selection process or in contract execution. At all times the Consultant and its Personnel shall be in compliance with the Guidelines, ADB's *Anticorruption Policy*, and ADB's policy on sexual harassment. Neither ADB staff members nor members of their immediate family shall accept benefits, favors or gifts from sources external to ADB with respect to any ADB transaction, whether by way of compensation, commission, favorable buying or selling arrangements, gift, employment or otherwise. ADB staff

members or their immediate family who find themselves in circumstances which make it difficult to refuse any such benefit, favor or gift shall follow the procedures set out in the relevant ADB Administrative Order or Circular.

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