

**CONSULTANTS**

***STANDARD REQUEST FOR PROPOSALS  
UNDER JAPANESE ODA LOANS***

SELECTION OF CONSULTANTS



***Japan International Cooperation Agency  
(JICA)***

***October 2019***

Version 2.3



# Revisions

## October 2023

This revision incorporates changes reflecting the issuance of the *Guidelines for the Employment of Consultants under Japanese ODA Loans, October 2023*. The stipulations regarding corrupt and fraudulent practices in ITC 4.1(c) have been modified accordingly. Editorial enhancements have also been made.

## Preface

This Standard Request for Proposals (SRFP) has been prepared by the Japan International Cooperation Agency (JICA) for the use of the Projects financed, in whole or in part by its Official Development Assistance (ODA) loans.

This SRFP is consistent with the Guidelines for the Employment of Consultants under Japanese ODA Loans published in April 2012 or October 2023 and its use is **required** under the Guidelines. As this SRFP reflects recent best practices of public procurement and JICA's policy, its use is also encouraged for consultancy contracts under the Guidelines for the Employment of Consultants, published in October 1999 or March 2009.

This SRFP can be used with the both selection methods described in the Guidelines, i.e., Quality-Based Selection (QBS), and Quality- and Cost-Based Selection (QCBS).

If the user has questions regarding the use of this SRFP, the appropriate JICA's official should be consulted.

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# Summary Description

This Standard Request for Proposals (SRFP) includes selection procedures under the Quality-Based Selection method (Option A) and those under the Quality- and Cost-Based Selection method (Option B), as well as Conditions of Contract for Time-Based Contract (Option A) and for Lump-Sum Contract (Option B). These procedures and Conditions of Contract are to be chosen by the Client as appropriate to each circumstance. A brief description of this SRFP is given below.

## Standard Request for Proposals

### Letter of Invitation (LOI)

Provided at the beginning of this SRFP is a template of a Letter of Invitation from the Client addressed to a shortlisted Consulting firm inviting it to submit a Proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar Letters of Invitation are sent, and a reference to the selection method.

### PART 1 – SELECTION PROCEDURES

**Option A – Quality-Based Selection Method (QBS)** (alternative Section I and II to be used for Quality-Based Selection)

**Section I. Instructions to Consultants (ITC)**

This Section specifies the procedures to be followed by the shortlisted Consultants when preparing and submitting their Proposals. It also provides information on the opening and evaluation of Proposals and on the negotiation and signing of the Contract. **Section I contains provisions that are to be used without modification.**

**Section II. Data Sheet (DS)**

This Section contains information specific to each selection and that supplement Section I, Instructions to Consultants.

**Option B – Quality- and Cost-Based Selection Method (QCBS)** (alternative Section I and II to be used for Quality- and Cost-Based Selection)

**Section I. Instructions to Consultants (ITC)**

This Section specifies the procedures to be followed by the shortlisted Consultants when preparing and submitting their Proposals. It also provides information on the opening and evaluation of Proposals and on the negotiation and signing of the Contract. **Section I contains provisions that are to be used without modification.**

**Section II. Data Sheet (DS)**

This Section contains information specific to each selection and that supplement Section I, Instructions to Consultants.

Section III, IV and Section V below are to be used either with **Option A – Quality-Based Selection Method (QBS)** or with **Option B – Quality- and Cost-Based Selection Method (QCBS)**.

**Section III. Technical Proposal Forms**

This Section includes the technical Proposal forms that are to be completed by the shortlisted Consultants and submitted as part of their Proposals.

**Section IV. Financial Proposal Forms**

This Section includes the financial Proposal forms that are to be completed by the shortlisted Consultants and submitted as part of their Proposals.

**Section V. Eligible Source Countries of Japanese ODA Loans**

This Section contains information and provisions as to the Eligible Source Countries applicable for the Consultants as included in the Loan Agreement with JICA.

**PART 2 – TERMS OF REFERENCE****Section VI. Terms of Reference (TOR)**

This Section describes the objectives, scope of services, activities and tasks to be performed and their timing, the relevant background information, respective responsibilities of the Client and the Consultant, the required experience and qualifications of the Key Experts, the expected results and deliverables of the assignment including any reporting and submission requirements.

**PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Option A – Time-Based Contract** (alternative Sections VII through X to be used for Time-Based Contract, which is generally recommended)

**Section VII. Form of Contract (FC)**

This Section contains the Form of Contract which shall be executed between the Client and the successful Consultant after signing of the Contract.

**Section VIII. General Conditions of Contract (GCC)**

This Section contains the General Conditions of Contract which shall be applied in Time-Based Contract, and it shall be used without any modification.

**Section IX. Special Conditions of Contract (SCC)**

This Section contains data and provisions specific to each Contract. The contents of this Section supplement the General Conditions of Contract (GCC).

**Section X. Appendices**

The Appendices complement the Contract by describing the Services, specifying reporting requirements, Expert schedule etc., and by providing cost data such as cost breakdowns, price adjustment data.

**Option B – Lump-Sum Contract** (alternative Sections VII through X to be used for Lump-Sum Contract).

**Section VII. Form of Contract (FC)**

This Section contains the Form of Contract which shall be executed between the Client and the successful Consultant after signing of the Contract.

**Section VIII. General Conditions of Contract (GCC)**

This Section contains the General Conditions of Contract which shall be applied in Lump-Sum Contract, and it shall be used without any modification.

**Section IX. Special Conditions of Contract (SCC)**

This Section contains data and provisions specific to each contract. The contents of this Section supplement the General Conditions of Contract (GCC).

**Section X. Appendices**

The Appendices complement the Contract by describing the Services, specifying reporting requirements, Expert schedule etc., and by providing cost data such as cost breakdowns, price adjustment data.

## Notes for Users (Clients)

- (a) The use of the Standard Request for Proposals (SRFP) published by JICA is **required** for the selection of the Consultants for assignments to be financed by Japanese ODA Loans.
- (b) The SRFP has been prepared as a standard document, which shall be used without suppressing or adding text to the standard sections of the document to be used without modification, which are Section I Instructions to Consultants (Standard ITC) and Section VIII General Conditions of Contract (Standard GCC). **If the ITC and/or GCC of the Request for Proposals prepared by the Client contain modifications from the Standard ITC and/or Standard GCC included in the SRFP, JICA will not consider them valid and will require the Client to modify the Request for Proposals so that the Standard ITC and/or Standard GCC, as defined above, shall apply.**
- (c) All information and data particular to each individual contract, required by the Consultants in order to prepare responsive Proposals must be provided by the Client, in the Data Sheet (Section II), the Eligible Source Countries of Japanese ODA Loans (Section V), the Terms of Reference (Section VI), the Special Conditions of Contract (Section IX).
- (d) When providing the information and data in the Sections above, the following directions should be observed:
  - (i) Specific details, such as the name of the Client and the address for Proposal submission, should be furnished in the spaces indicated by italicized notes inside brackets.
  - (ii) The footnotes, “boxed” notes and italicized notes in this SRFP, except those applying to forms to be filled out by the Consultants or instructions for the Consultants, are not part of the Request for Proposals Document, but contain guidelines and instructions for the Client. They shall be deleted from the actual Request for Proposals Document to be issued to the Consultants.
  - (iii) Where alternative Clauses or texts are shown, select those which best suit the particular services and discard the alternative text which is not used.
- (e) Unless specifically agreed with JICA, the Special Conditions of Contract shall not materially alter the provisions of the General Conditions of Contract.
- (f) The complete set of the draft Request for Proposals Document prepared by the Client shall be submitted to JICA, for its review and concurrence in accordance with the concerned loan agreement, before its issuance to the shortlisted Consultants.



## Letter of Invitation

### Notes for the Client

Provided hereunder is a template of a Letter of Invitation (“LOI”) from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment.

The LOI includes a list of all shortlisted firms to whom similar Letters of Invitation are sent, and a reference to the selection method. It also requires the invited consulting firm to inform the Client of their intention to submit a proposal.

When preparing the Letter of Invitation:

- (a) specific details, such as the name of the Client and the address for Proposals submission shall be furnished in the spaces indicated by italicized notes inside brackets.
- (b) the footnotes and italicized notes are not part of the actual Letter of Invitation, but contain guidelines and instructions for the Client. They shall be deleted from the actual Request for Proposals to be issued to the Consultants.

The Letter of Invitation is not a part of the Request for Proposals Document. However, the Client shall make sure its contents are consistent with the information contained in Section II - Data Sheet.



## Letter of Invitation

Date : [insert date of issuance of Letter of Invitation]  
LOI No. : [insert Letter of Invitation number]  
Client : [insert name of Client]  
Country : [insert country of Client/ Borrower]  
JICA Loan No. : [insert JICA Loan Agreement number]  
Project Name : [insert name of Project]  
Assignment Name : [insert name of assignment]

**[Insert name of Consultant]<sup>1</sup>**  
**[Insert mailing address of Consultant]**

1. The [insert name of Borrower] has received<sup>2</sup> a loan from the Japan International Cooperation Agency (JICA) towards the cost of [insert name of Project] (hereinafter called “the Project”) and intends to apply part of the proceeds towards payments under the contract for [insert name of assignment].
2. The [insert name of Client] now invites Proposals from the shortlisted Consultants to provide the consultancy services under the above consulting services assignment.
3. This Letter of Invitation and the Request for Proposals (RFP) attached hereto have been issued to the following shortlisted Consultants: [insert List of shortlisted Consultants]<sup>3</sup>. It is not permissible to transfer this invitation to any other firm.
4. A firm(s) will be selected under [insert Selection Method]<sup>4</sup> and the procedure described in the RFP, in accordance with the applicable Guidelines for the Employment of Consultants under Japanese ODA Loans.
5. The Consultant is hereby requested to inform the Client in writing by [insert a date, within 28 days from the date of this LOI]<sup>5</sup> at the address below:
  - (a) whether you intend to submit a Proposal or not; and, if affirmative
  - (b) whether the Proposal will be submitted as a single firm or as a joint venture.

[insert name of office]  
[insert name of person in charge]  
[insert mailing address]  
[insert tel. no. with country and city codes]  
[insert fax no. with country and city codes]  
[insert email address]

6. Details on the Proposal’s submission date, time and address are provided in Clause 12.7 of the Instructions to Consultants (ITC).

7. Proposals will be opened in the presence of Consultant's representatives who choose to attend at the offices as specified in the Request for Proposals.

Yours sincerely,

[insert name of office]

[insert name of person in charge]

[insert mailing address]

[insert tel. no. with country and city codes]

[insert fax no. with country and city codes]

[insert email address]

Attachment: RFP for the [insert name of assignment]

Notes for the Client

1. In case of a Joint Venture (JV), insert the full name of the lead member.
2. Substitute "has applied for" if appropriate.
3. Insert the shortlist of Consultants prepared by the Client. Such a shortlist shall normally consist of not less than three and not more than five consulting firms in accordance with Section 3.04 of the JICA Guidelines.  
If an Expression of Interest was issued prior to invitation:
  - (a) the Client shall prepare a shortlist of the Consultants among those who have expressed their interest to submit Proposals.
  - (b) in case of a Joint Venture (JV), insert the full name of JV and the names of each member as stated in the Expression of Interest submitted by the JV starting from the lead member.
  - (c) if Subconsultants have been proposed, insert the names of each Subconsultant proposed.
4. Indicate either QBS (Quality-Based Selection) or QCBS (Quality- and Cost-Based Selection) as appropriate.
5. The time allowed for responding to the Letter of Invitation shall not be too short and shall be adequate enough for Consultants to decide on whether they submit a Proposal and if so, as a single firm or a JV.

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**REQUEST FOR PROPOSALS**

**Selection of Consultants**

**for**

*[insert Name of Assignment]*

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**LOI No.** : *[insert Letter of Invitation number]*

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

**Country** : *[insert name of country of Client/  
Borrower]*

**JICA Loan No.** : *[insert JICA Loan Agreement number]*

**Project** : *[insert name of Project]*

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# **PART 1 – SELECTION PROCEDURES**





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## **Option A: Quality-Based Selection (QBS)**



## Section I. Instructions to Consultants

### Notes for the Client

This Section specifies the procedures to be followed by the shortlisted Consultants when preparing and submitting their Proposals. It also provides information on opening and evaluation of Proposals, and on the signing of the Contract.

The use of the Standard Instructions to Consultants set forth in Section I of the Standard Request for Proposals, (hereafter referred to as “Standard ITC”) is **required** in all Request for Proposals for the assignments financed by Japanese ODA Loans, and they shall be used without modifications.

A copy of the Standard Instructions to Consultants shall be attached to the Request for Proposals prepared by the Client. If the Instructions to Consultants in the Request for Proposals contain modifications from the Standard Instructions to Consultants, JICA will not consider them valid and will require the Client to modify the Request for Proposals so that the Standard Instructions to Consultants, as defined above, shall apply.

Any necessary changes, acceptable to JICA, to address specific country, project and assignment issues shall be introduced only through the Data Sheet.

The Instructions to Consultants will not be part of the Contract.



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## Instructions to Consultants

### A. General Provisions

#### 1. Definitions

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

country.

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



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

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

## 2. Introduction

### a. Scope of Proposal

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

services as specified in Section VI, Terms of Reference.

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

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

**Conditions** conditions relevant to the Services and take them into account in preparing their Proposal, including attending a pre-proposal conference if one is arranged under ITC 8.2.

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

### 3. Conflict of Interest

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

**b. Conflict of Interest** 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

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

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

A Consultant that has been engaged to provide goods or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods or non-consulting services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

(b) Conflict among consulting assignments:

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

(c) Relationship with Borrower’s staff:

A Consultant that has a close business relationship with a professional personnel of the Borrower (or the

Project Executing Agency, or the Client) who are directly or indirectly involved in any part of:

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

shall be disqualified.

(d) One Bid per Bidder:

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

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

#### 4. Corrupt and Fraudulent Practices

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

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

(3) years from (and including) the date on which the cross debarment is imposed. Notwithstanding the foregoing, taking relevant factors such as the status of the project financed by Japanese ODA Loans into account, the Borrower may request JICA's concurrence to recognize, and upon obtaining JICA's prior concurrence, may recognize the eligibility of any Consultant or Subconsultant so debarred if, in the Borrower's view, the ineligibility of such Consultant or Subconsultant would result in a clear and substantial disadvantage to the Borrower.

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

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

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

If it is revealed that the Subconsultant, who has a direct contract with the Consultant, has been debarred by the World Bank Group as of the sub-contract date, JICA will in principle require the Borrower to have the Consultant cancel the sub-contract immediately, unless

(i) such debarment period does not exceed one year, (ii) three (3) years have passed since such debarment decision, or (iii) JICA concurs to the eligibility in case of the clear and substantial disadvantage to the Borrower. If the Consultant refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the loan or any other remedies on the grounds of contractual violation.

- 4.2 If the Client determines, based on reasonable evidence, that the Consultant has engaged in any corrupt and fraudulent practice, the Client may disqualify such Consultant after notifying the grounds of such disqualification.
- 4.3 Furthermore, the Consultant shall be aware of the provision stated in Clause 1.10 of the General Conditions of Contract.

## **5. Eligibility**

- 5.1 The Consultant may be a single firm or a JV. In the case of a JV:
- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms,
  - (b) The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the selection process and, in the event the JV is awarded the Contract, during contract execution, and
  - (c) Proposal submitted by a JV shall include a copy of the JV Agreement entered into by all members. Alternatively, a formal letter of intent to enter into a JV in the event of a successful Proposal shall be signed by all members and submitted with the Proposal. The JV Agreement or a formal letter of intent, as the case may be, shall indicate at least the portion of the assignment to be executed by each member.
- 5.2 The Consultant shall meet the requirements as to eligibility of the Consultants as specified in Section V, Eligible Source Countries of Japanese ODA Loans.
- 5.3 The Consultant that has been determined to be ineligible by JICA in accordance with ITC 4.1 above, shall not be eligible

to be awarded a contract.

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

## B. Preparation of Proposals

### 6. Preparation of Proposals

- a. **Completeness of RFP** 6.1 Unless obtained directly from the Client, the Client is not responsible for the completeness of the RFP, responses to requests for clarification, the minutes of the pre-proposal conference (if any), or addenda to the RFP in accordance with ITC 8.3. In case of any contradiction, documents obtained directly from the Client shall prevail.
- b. **Information to be furnished** 6.2 The Consultant is expected to examine all instructions, forms, and terms in the RFP in detail and to furnish with its Proposal all information and documentation as is required by the RFP. The information or documentation shall be complete, accurate, current, and verifiable.
- c. **Cost of Proposals** 6.3 The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- d. **Language of Proposals** 6.4 The Proposal, as well as all related correspondence exchanged by the Consultant and the Client, shall be written in the language **specified in the DS**.
- 6.5 Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Proposal, in which case, for purposes of interpretation of the Proposal, such translation shall govern.

### 7. Proposal Validity Period

- a. **Validity Period** 7.1 The Consultant's Proposal must remain valid for a period **specified in the DS** after the Proposal submission deadline.
- 7.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the

Key Experts, the proposed rates and the total price.

- 7.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not scheduled at the time of Proposal submission to be available or was named in the Proposal without confirmation of his/her availability, such Proposal shall be disqualified and rejected from further evaluation.
- b. Extension of Validity Period**
- 7.4 The Client will make its best effort to complete negotiations within this period. However, should the need arise, the Client may request, in writing, all Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Experts named in the Proposal subject to the provisions under ITC 7.6.
- 7.5 The Consultants who do not agree have the right to refuse to extend the validity of their proposals in which case their Proposals will not be further evaluated.
- c. Substitution of Key Experts at Validity Extension**
- 7.6 If any of the Key Experts becomes unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 7.7 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, such Proposal will be rejected.
- d. Sub-Consulting**
- 7.8 The Consultant shall not propose Subconsultants for the whole of the Services.
- e. Delayed Contract Signing**
- 7.9 If the contract signing is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial period of proposal validity, the amounts payable under the Contract shall be determined as follows:
- (a) In the case of fixed price contracts, the amounts payable under the Contract shall be the price of the Financial Proposal adjusted by the factor **specified in the DS**.
  - (b) In the case of adjustable price contracts, no adjustment shall be made.



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

## 8. Clarification and Amendments of RFP

- a. Clarification of RFP**
- 8.1 The Consultant requiring any clarification of the RFP shall contact the Client in writing at the Client's address **specified in the DS** or raise its enquiries during the pre-proposal conference if provided for in accordance with ITC 8.2. The Client will respond in writing to any request for clarification, at least fourteen (14) days before the deadline for submission of Proposal provided that such request is received no later than twenty-one (21) days prior to that deadline. The Client shall forward copies of its response to all shortlisted Consultants, including a description of the inquiry but without identifying its source. If so **specified in the DS**, the Client shall also promptly publish its response on the Client's web page **identified in the DS**. Should the clarification result in changes to the essential elements of the RFP, the Client shall amend the RFP following the procedure under ITC 8.3.
- b. Pre-Proposal Conference**
- 8.2 If so **specified in the DS**, the Consultant's designated representative is invited to attend a pre-proposal conference. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage. Attending the pre-proposal conference is at the Consultants' expense.
- Minutes of the pre-proposal conference, if applicable, including the text of the questions asked by the Consultants, without identifying the source, and the responses given, together with any responses prepared after the conference, will be transmitted promptly to all shortlisted Consultants. Any modification to the RFP that may become necessary as a result of the pre-proposal conference shall be made by the Client exclusively through the issue of an addendum pursuant to ITC 8.3 and not through the minutes of the pre-proposal conference. Nonattendance at the pre-proposal conference will not be a cause for disqualification of a Consultant.
- c. Amendment of RFP**
- 8.3 At any time prior to the Proposal submission deadline, the Client may amend the RFP by issuing an addendum in writing in sufficient time before the submission of Proposals. The addendum shall be sent to all shortlisted Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments. To give the Consultants

reasonable time in which to take an amendment into account in their Proposals, the Client may, if the amendment is substantial, extend the Proposal submission deadline.

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

**9. Preparation of Proposals – Specific Considerations**

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

(a) For the purpose of submitting a Proposal, a shortlisted Consultant may enhance its expertise for the assignment either by:

(i) associating with other firms or individuals as Subconsultants, in which case such other firms or individuals shall not be liable for the Contract, and/or

(ii) forming a JV with other firms which substantially perform the Services and/or have experience contributing to the enhancement of the expertise of the JV, in which case the shortlisted Consultant shall be the lead member, shall execute a major portion of the assignment, and have the authority to conduct all businesses for and on behalf of any and all of its members. Each member of the JV is liable under the Contract as provided in ITC 5.1(a).

(b) If the Consultant has been shortlisted through an Expression of Interest, any change in the structure or formation of the Consultant including Subconsultants named in the application in the Expression of Interest after being invited to submit a Proposal shall be subject to the written approval of the Client prior to the Proposal submission deadline. Any such change shall be submitted to the Client not later than twenty-one (21) days before the Proposal submission deadline.

**10. Technical Proposal Format and Content**

10.1 The Technical Proposal shall comprise the following:

(a) completed Technical Proposal Forms, in accordance with

ITC 10.2;

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

**a. Contents**

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

(a) Form TECH-1:

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

(b) Form TECH-2:

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

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

(c) Form TECH-3:

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

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

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

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

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

(e) Form TECH-5:

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

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

(f) Form TECH-6:

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

contract negotiations.

(g) Form TECH-7:

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

(h) Form TECH-9:

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

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

**b. Volume**

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

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

## 11. Financial Proposal Format and Content

11.1 The Financial Proposal shall comprise the following which shall be prepared using the Forms provided in Section IV, Financial Proposal Forms to be completed as described in subparagraphs (a) through (c) below. The forms shall be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled

in with the information requested. The estimated number of man-months required to carry out the Services is **indicated in the DS** for information.

- (a) The Financial Proposal shall list all costs associated with the assignment, including
  - (i) remuneration for Key Experts and Non-Key Experts.
  - (ii) reimbursable expenses **indicated in the DS**.
- (b) The Financial Proposal requires completion of the following forms in Section IV, Financial Proposal Forms.
  - (i) Form FIN-1:  
This form entitled “Financial Proposal Submission Form”, once completed, shall be the Financial Proposal Submission Letter.
  - (ii) Form FIN-2:  
This form entitled “Summary of Costs” shall summarize the proposed cost(s) by currency(ies). It shall list all costs associated with the assignment, including remuneration for Experts and reimbursable expenses **indicated in DS 11.1 (a)(ii)**. The total amounts of remuneration and reimbursable expenses in Form FIN-2 shall be consistent with those amounts in Forms FIN-3 and FIN-4.  
  
The amounts and currencies of the Provisional Sum for Contingency Allowance and the Specified Provisional Sums, if any included in the FIN-2, shall be **as specified in the DS**. The Consultant shall be aware of the provisions stated in Sub-Clause 2.6.4 of the Conditions of Contract.
  - (iii) Form FIN-3:  
This form entitled “Remuneration” shall show the details of remuneration.
  - (iv) Form FIN-4:  
This form entitled “Reimbursable Expenses” shall show the details of reimbursable expenses.
  - (v) Form FIN-5:  
This Form entitled “Table of Adjustment Data”, shall show the indices and/or coefficients to be

applied for the price adjustment formulae.

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

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

**a. Duties, Taxes and Levies**

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

- (a) **unless otherwise stated in the DS 11.2(c)**, the Consultant (including all members of a Consultant JV), all Subconsultants, and all Experts shall be responsible for meeting all liabilities in respect of duties, taxes and levies arising out of the Contract, both in the Client's country and abroad.

- (b) General information on duties, taxes and levies in the Client's country is **provided in the DS**.

- (c) The estimated amounts of all identifiable duties, taxes and levies in the Client's country (local taxes) shall be indicated in the Financial Proposal as follows:

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

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

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

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

- a. be indicated under Non-competitive Components in Form FIN-2: Summary of



Costs;

- b. be excluded from the evaluation of the Financial Proposal; and
  - c. be included in the Contract Price.
- (iii) Local Indirect Taxes to be paid by the Client on behalf of the Consultant

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

- a. be indicated under Non-competitive Components in Form FIN-2: Summary of Costs;
  - b. be excluded from the evaluation of the Financial Proposal; and
  - c. not be included in the Contract Price.
- (iv) Local Indirect Taxes payable by the Consultant

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

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

- b. Currency of Proposal and Payment**
- 11.3 The currency(ies) of the Financial Proposal shall be **as specified in the DS**.
- 11.4 Payments under the Contract shall be made in the currency(ies) in which the Financial Proposal of the selected Consultant is expressed.

### **C. Submission, Opening and Evaluation of Proposals**

- 12. Submission of Proposals**
- 12.1 The Consultant shall submit a signed and complete Proposal comprising the documents in accordance with ITC 10 and ITC 11. The submission can be sent by mail or delivered by

hand.

**a. Format and  
Signing of  
Proposals**

12.2 The Consultant shall prepare one original of the Technical Proposal and one original of the Financial Proposal (if required under ITC 2.5) as described in ITC 10 and ITC 11 respectively, and clearly mark them “TECHNICAL PROPOSAL - ORIGINAL” and “FINANCIAL PROPOSAL - ORIGINAL”, as appropriate.

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

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

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

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

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

**b. Sealing and  
Marking of  
Proposals**

12.6 The Consultant shall enclose:

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

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

Financial Proposal, as described in ITC 11;

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

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

The inner and outer envelopes shall be:

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

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

The inner envelopes containing the Financial Proposal shall be clearly marked with a warning “NOT TO BE OPENED UNTIL ADVISED BY THE CLIENT”, in accordance with ITC 14.6.

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

**c. Proposal Submission Deadline and Late Proposals**

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

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

**d. Substitutions and Modifications**

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

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

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

### **13. Opening of Technical Proposals**

- 13.1 The Client shall open and read out, in public, in accordance with ITC 13.4, all Technical Proposals received by the deadline, at the date, time and place **specified in the DS**, in the presence of designated representatives of the shortlisted Consultants who choose to attend. The Financial Proposals (if required under ITC 2.5) shall remain unopened, sealed and be held in the custody of the Client until they are opened or returned to the Consultant unopened, in accordance with ITC 14.6.
- 13.2 First, envelopes marked “SUBSTITUTION” shall be opened and read out and the envelopes containing the Substitution Technical Proposal and/or Substitution Financial Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Consultant unopened. Only the Substitution Technical Proposal, if any, shall be opened and read out. Substitution Financial Proposal will remain unopened in accordance with ITC 13.1. No envelope substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Technical Proposal opening.
- 13.3 Second, envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Proposal. Only the Technical Proposals, both Original as well as Modification, are to be opened and read out at the Technical Proposal opening. Financial Proposals, both Original as well as Modification, will remain unopened in accordance with ITC 13.1.
- 13.4 Next, all other envelopes containing the Technical Proposals

shall be opened one at a time, reading out and recording:

- (a) the name and the country of the Consultant, or in case of a JV, the name of the JV, the name and the country of each member of the JV, starting from the lead member;
- (b) whether there is a modification or a substitution;
- (c) the presence or absence of duly sealed envelope with Financial Proposal (If required under ITC 2.5); and
- (d) any other details as the Client may consider appropriate.

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

#### **14. Proposal Evaluation**

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

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

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

##### **a. Technical Proposals**

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

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

14.5 The Client shall simultaneously notify those Consultants whose Technical Proposals were determined to be non-responsive to the key aspects of the RFP and/or failed to achieve the minimum Technical Score, and return their Financial Proposals unopened.

##### **b. Financial Proposals**

14.6 When Financial Proposals were invited together with the Technical Proposals (if required under ITC 2.5), after the

technical evaluation is completed, the Client will:

- (a) open the Financial Proposal of the first ranked Consultant whose Proposal was determined to be substantially responsive to the key aspects of the RFP that also achieved the minimum Technical Score, and invite the Consultant for the Contract negotiations in accordance with the instructions given under ITC 15; and
- (b) after the Contract negotiation are successfully completed and the Contract is signed, notify the other Consultants whose Proposals were determined to be substantially responsive to the key aspects of the RFP and achieved the minimum Technical Score, and return their Financial Proposals unopened.

14.7 When Financial Proposals were not invited together with the Technical Proposals under ITC 2.5, at the end of the evaluation of the Technical Proposal, the Client shall invite the first ranked Consultant whose Proposal was determined to be responsive to the key aspect of the RFP and achieved the minimum Technical Score, to submit his Financial Proposal as stipulated in ITC 12, and for the Contract negotiations in accordance with the instructions given under ITC 15.

#### **D. Negotiations and Award**

##### **15. Negotiations**

15.1 The negotiations will be held at the date and the place **indicated in the DS** with the Consultant's representative(s) who must have a Power of Attorney to negotiate and sign a Contract on behalf of the Consultant.

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

##### **a. Availability of Key Experts**

15.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 7.6. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client will proceed to negotiate the Contract with the next-ranked Consultant.

15.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to

circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

- b. Technical Negotiations** 15.5 The negotiations include discussions of the TOR, the proposed methodology, the Client’s inputs, the Special Conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
- c. Financial Negotiations** 15.6 The negotiations include a discussion and/or clarification of the Consultant’s tax liability and tax payment procedures in the Client’s country, and how such liabilities and procedures will be stated in the Contract. The outcome of such discussions/clarifications will be reflected in the relevant financial and/or technical documents, as appropriate.
- 15.7 The negotiations 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 IV, Financial Proposal Forms, including the information required in Table B: Breakdown – Remuneration of Form FIN-3. Unless there are exceptional reasons, the unit rates for remuneration shall not be subject to negotiation.
- 16. Conclusion of the Negotiations** 16.1 Successful negotiations shall conclude with a review of the agreed draft Contract. To complete the negotiations, the Client and the Consultant will initial the agreed draft Contract.
- 16.2 If in the opinion of the Client, the negotiations are not successful, then, upon consultation with JICA, the Client may terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
- 17. Signing of** 17.1 Upon conclusion of the Contract negotiations, the Client shall

- Contract** invite the selected Consultant for signing of the Contract.
- 17.2 The Consultant is expected to commence the Services on the date and at the place **specified in the DS**.
- 18. Notification to Unsuccessful Consultants and Debriefing**
- 18.1 After the signing of the Contract with the selected Consultant, the Client shall notify all Consultants who have submitted Proposals but not selected, the result of the selection and that they were unsuccessful.
- 18.2 After receipt of the Client's notification pursuant to ITC 18.1 above, the unsuccessful Consultants (including those rejected on the grounds of their Technical Proposals not being substantially responsive to the key aspects of the RFP and/or failed to achieve the minimum Technical Score) may request a debriefing in writing or in a meeting with the Client, seeking an explanation of the grounds on which their proposals were not selected.
- 18.3 The Client shall promptly respond in writing to any unsuccessful Consultants who request a debriefing in accordance with ITC 18.2 above.
- 19. Publication**
- 19.1 After a Contract is determined to be eligible for JICA's financing, the following information may be made public by JICA:
- (a) the names of all Consultants who submitted Proposals,
  - (b) the technical points assigned to each Consultant,
  - (c) the offered price of the successful Consultant,
  - (d) the overall ranking of the Consultants,
  - (e) the name and address of the successful Consultant, and
  - (f) signing date and amount of the Contract.
- 20. Confidentiality**
- 20.1 Information relating to evaluation of Proposals and Contract negotiations shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the selection process, until the information on Contract signing is communicated to all Consultants in accordance with ITC 18.1.
- The use by any Consultant of confidential information related to this selection process may result in the rejection of its Proposal.



- 20.2 Any attempt by a Consultant to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for contract negotiation may result in the rejection of its Proposal.
- 20.3 Notwithstanding ITC 20.2, from the time of Proposal opening to the time of Contract signing, if any Consultant wishes to contact the Client on any matter related to the selection process, it shall do so in writing.



## Section II. Data Sheet

### Notes for the Client

This Section contains information that are specific to each selection and that supplement Section I, Instructions to Consultants.

This Section shall be filled in by the Client before issuance of the Request for Proposals. The Client shall specify in the Data Sheet (DS) only the information that the ITC requires to be specified in the DS. All information shall be provided; **no clause shall be left blank.**

To facilitate the preparation of the DS, its clauses are numbered with the same numbers as the corresponding ITC clauses.

The following directions shall be observed when filling the DS:

- (a) Specific details, such as the name of the Client and address for proposal submission shall be furnished in the spaces indicated by italicized notes inside brackets.
- (b) Italicized notes are not part of the actual DS, but contain guidelines and instructions for the Client. They shall be deleted from the actual Request for Proposals to be issued to the Consultants.
- (c) Where alternative Clauses or texts are shown, select those which best suit the particular assignment and delete the alternative text which is not used.



## Data Sheet

<b>A. General</b>	
<b>ITC 1.1(b)</b>	The Applicable Guidelines are those published in <i>[insert date of issuance of the Guidelines applicable to this Contract (October 2023, April 2012, March 2009 or October 1999)]</i> .
<b>ITC 2.1</b>	<p>The Letter of Invitation: <i>[insert reference number of the letter of Invitation]</i></p> <p>The Client is: <i>[insert name of Client]</i> located in <i>[insert name of country of Client/ Borrower]</i>.</p> <p>The Project is: <i>[insert name of Project]</i>.</p> <p>The name of the Assignment is: <i>[insert name of assignment]</i>.</p>
<b>ITC 2.3</b>	<p>The Borrower is: <i>[insert name of Borrower]</i>.</p> <p>The number of the JICA Loan Agreement is: <i>[insert JICA Loan Agreement number]</i>.</p> <p>The amount of a Japanese ODA Loan is: <i>[insert amount in Japanese Yen]</i>.</p> <p>The signed date of the Loan Agreement is: <i>[insert signed date of the Loan Agreement]</i>.</p> <p>The other sources of finance are: <i>[insert other sources of finance]</i>.</p>
<b>ITC 2.5</b>	Financial Proposal <i>[insert “shall” or “shall not”, as appropriate]</i> be submitted together with Technical Proposal.
<b>ITC 2.7</b>	The following inputs, project data, reports, etc. are provided to facilitate the preparation of the Proposals: <i>[insert list of inputs, project data, reports, etc. if there is none, state “N/A”]</i>
<b>ITC 4.1(b)</b>	The list of ineligible firms and individuals is available at the JICA’s website: <a href="http://www.jica.go.jp/english/about/organization/corp_gov/index.html">www.jica.go.jp/english/about/organization/corp_gov/index.html</a>
<b>ITC 4.1(c)</b>	The list of debarred firms and individuals is available at the World Bank’s website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>
<b>B. Preparation of Proposals</b>	
<b>ITC 6.4</b>	Language of the Proposals: <i>[insert one of the following, as applicable: Japanese, English, French, or Spanish]</i>

<b>ITC 7.1</b>	Proposals must remain valid [ <i>insert number: normally 90 days</i> ] days after the Proposal submission deadline date, i.e. until: [ <i>insert date</i> ]
<b>ITC 7.9(a)</b>	<p>[<i>Insert the following only in case of fixed price contract. Delete it in its entirety in case of adjustable price contracts, and state “This DS 7.9(a) is not applicable.”.</i>]</p> <p>The local and foreign currency portions of the Price of the Financial Proposal shall be adjusted by using the following formula:</p> $BP_A = BP_0 \left( 1 + \frac{DP \times AF}{365} \right)$ <p>Where:</p> <p>“BP<sub>A</sub>” is the local (or foreign) currency portion of the Price of the Financial Proposal as adjusted for the delay in signing of the Contract.</p> <p>“BP<sub>0</sub>” is the local (or foreign) currency portion of the Price of the Financial Proposal as stated in the Financial Proposal Submission Form.</p> <p>“DP” is the period of delay, calculated as a number of days between the award date and the date, fifty-six (56) days after the expiry date of the initial Proposal validity period</p> <p>“AF” is:</p> <p>(a) in case of the local currency, the average annual consumer inflation of the Clients’ country, calculated from the data officially released by the relevant authority of the Client’s country, responsible for release of such data, considering the period of past three (3) years from the date, one (1) month prior to the Contract signing date.</p> <p>(b) in case of the foreign currency, the average annual consumer inflation of the country of the foreign currency, calculated from the data officially released by the relevant authority of that country, responsible for release of such data, considering the period of past three (3) years from the date, one (1) month prior to the Contract signing date.</p>
<b>ITC 8.1</b>	<p>For <b><u>clarification purposes</u></b> only, the Client’s address is:</p> <p>Attention: [<i>insert full name of person, if applicable</i>]</p> <p>Mailing Address: [<i>insert mailing address</i>]</p> <p>Email: [<i>insert email address(es), if applicable</i>]</p> <p>Responses to any request for clarification, if any, [<i>select “will” or “will not”, as appropriate</i>] be published on the Client’s web page indicated below.</p> <p>Web Page: [<i>Insert the Client’s web page if responses to requests for clarifications will be published on the Client’s web page; Otherwise insert</i></p>

	“N/A”.]
<b>ITC 8.2</b>	<p>A pre-proposal conference [<i>insert “will” or “will not”, as appropriate</i>] take place at the following date, time and place:</p> <p>[<i>If a pre-proposal conference will take place, insert the date, time, place information, the contact details of Client’s representative in charge of the conference, in the spaces provided below. Otherwise insert “N/A” in the spaces provided below for the date, time, place and the details of Client’s representative below.</i>]</p> <p>Date : _____</p> <p>Time : _____</p> <p>Place : _____</p> <p>The Client’s representative in charge of pre-proposal conference:</p> <p>Name : _____</p> <p>Mailing Address : _____</p> <p>Telephone : _____</p> <p>Fax : _____</p> <p>E-mail : _____</p>
<b>ITC 10.1(d)</b>	<p>The Consultant shall submit the following additional documents in its Technical Proposal:</p> <p>[<i>List any additional document not already listed in ITC 10.1 that must be submitted with the Technical Proposal. If there is no additional document, state “none”.</i>]</p>
<b>ITC 11.1</b>	<p>Estimated numbers of man-months for Experts that must be shown on the Expert schedule are:</p> <p>- International Experts: [<i>insert number of man-months</i>] man-months.</p> <p>- Local Experts : [<i>insert number of man-months</i>] man-months.</p> <p>- Total : [<i>insert number of man-months</i>] man-months.</p>
<b>ITC 11.1(a)(ii)</b>	<p>[<i>Insert a list of the applicable Reimbursable expenses in foreign and in local currencies. All assignment-related costs other than the Consultant's remuneration shall be listed below. Any items of expenses indicated as Specified Provisional Sums shall not be included in the list.</i>]</p> <p><i>A sample list is provided below for guidance. Item no. 9 shall be included when the Client allows an option for the Consultant to include the cost of procuring a professional liability insurance as a Reimbursable Expense in accordance with Sub-Clause SCC 3.5 (b). Items that are not applicable shall be deleted, while other items may be added where applicable.</i></p> <p>(1) a per diem allowance in respect of Experts of the Consultant for every</p>

	<p>day in which the Experts shall be absent from their home office;</p> <p>(2) cost of necessary international and local air travel of Experts by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) land transportation including vehicle rental;</p> <p>(5) cost of international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</p> <p>(6) cost, rental and freight of any equipment required to be provided by the Consultants for the purposes of the Services;</p> <p>(7) cost of printing and dispatching of the reports to be produced for the Services;</p> <p>(8) miscellaneous administrative and support costs including office operations, support personnel and translation; and</p> <p>(9) cost of procuring the professional liability insurance in accordance with Sub-Clause SCC 3.5(b).</p>
<p><b>ITC 11.1(b)</b> <b>(ii)</b></p>	<p><i>[An appropriate amount of Provisional Sum for Contingency Allowance allows the Client to cope with additional expenses in accordance with the Contract (e.g. price escalations) and any other increase in the amount to be paid to the Consultant during the implementation of the Contract.</i></p> <p><i>Provisional Sum for Contingency Allowance shall usually be calculated by multiplication of the predetermined percentage (to be indicated by the Client in the RFP) and the base cost (total of the remuneration and Reimbursable expenses and Specified Provisional Sums). As an alternative to this percentage addition, a fixed amount can be predetermined by the Client, based on the estimated contract value, and inserted as a figure (common to each Consultant) in the RFP.</i></p> <p><i>The Client, as per the guidance given above, may choose, either Option A (i.e.: to insert a determined percentage) or Option B (i.e.: to insert a fixed amount) below, as appropriate, and delete the other.</i></p> <p><i>So as to make the relevant item in FIN-2 consistent with this ITC provision: if option A is chosen, indicate the relevant percentage in the item description, and if Option B is chosen, insert the relevant local and foreign currency portions of the Amount in the respective 'Amount' columns.]</i></p> <p>The amount of the Provisional Sum for Contingency Allowance shall be as follows:  <i>[Choose one of the following options, as applicable and delete the other.]</i></p>



	<p>[Option A] [insert the applicable percentage] of the summation of the Sub-Total of the Competitive Component and the specified Provisional Sums as indicated in the Financial Proposal submitted by the Consultant, in the currency or currencies in which the above summation is expressed.</p> <p>[Option B] [insert the applicable fixed amount in the applicable currency or currencies]</p> <p>The Amounts and Currencies of the Specified Provisional Sums shall be as follows:</p> <p>[The Client shall fill in the table below, Item No, Description, and Local and Foreign currency portions of the Amount for each Provisional Sum as indicated in the Financial Proposal.]</p> <table border="1" data-bbox="427 888 1360 1157"> <thead> <tr> <th rowspan="2">Item No.</th> <th rowspan="2">Description</th> <th colspan="2">Amount</th> </tr> <tr> <th>Local</th> <th>Foreign</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>etc.</td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2">Total - Specified Provisional Sums</td> <td></td> <td></td> </tr> </tbody> </table> <p>[If there are no Provisional Sums allocated (whether specified Provisional Sums or the Provisional Sum for Contingency Allowance), delete all above and state "This DS 11.1(b)(ii) is not applicable.".]</p>	Item No.	Description	Amount		Local	Foreign	1				2				3				etc.				Total - Specified Provisional Sums			
Item No.	Description			Amount																							
		Local	Foreign																								
1																											
2																											
3																											
etc.																											
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<p><b>ITC 11.1(b)(v)</b></p>	<p>The rates and prices quoted by the Consultant shall be: [Insert "subject to adjustment" or "fixed; consequently, the Consultant is not required to furnish the indices and coefficients for the price adjustment formulae in the Table of Adjustment Data", as appropriate.]</p> <p>[Price adjustment is recommended for contracts with longer duration than 18 months or when local or foreign inflation is expected to be high.]</p>																										
<p><b>ITC 11.2(b)</b></p>	<p>Information on the Consultant's tax liabilities in the Client's country can be found [insert reference to the appropriate official source].</p>																										
<p><b>ITC 11.2(c)</b></p>	<p>[This ITC 11.2(c) shall be consistent with Sub-Clause SCC 6.3(a) and (b).]</p> <p>The Client shall indicate clearly which taxes, duties and levies are exempted and the relevant exemption categories (as described below), in accordance</p>																										

*with the Exchange of Notes between the Client's country and the Government of Japan, and under the law of the Client's country.*

*If the liabilities as to taxes, duties and levies shall be solely borne by the Consultant, delete all below and state "This DS 11.2(c) is not applicable. ".]*

Exemptions from duties, taxes or levies which are described under this ITC 11.2(c) fall into two categories, namely:

- "No Pay" category: The Consultant shall be entitled to exemption from tax liabilities falling into this category, without having to make any payment arising from or out of or in connection with such liabilities.
- "Pay & Reimburse" category: The Consultants shall be entitled to exemption from tax liabilities, falling into this category, provided that the Consultant first makes all payments arising from, or out of, or in connection with, such liabilities and then apply for reimbursement from the relevant authority, following the procedure prescribed by such authority.

**A. In accordance with the Exchange of Notes between the Government of the Client's country and the Government of Japan:**

(i) & (ii) duties, taxes and levies listed in the table below shall be exempted.

*[The Client shall add or modify tax liabilities as appropriate and indicate the exemption category of each of them in the table below.]*

No.	Duty/ Tax/ Levy	Exemption Category
1.	Corporate income tax, including withholding tax, on any Japanese companies, operating as a consultant, with respect to the income accruing from the supply of products and/or services to be provided under Japanese ODA Loans.	<i>[indicate whether "No Pay" or "Pay &amp; Reimburse"]</i>
2.	Personal income tax on Japanese employees engaged in the implementation of the Project for their personal income derived from any Japanese companies operating as a consultant for the implementation of the Project.	<i>[indicate whether "No Pay" or "Pay &amp; Reimburse"]</i>
3.	Custom duties and related fiscal charges on any Japanese companies operating as a consultant, with respect to the import and re-export of their	<i>[indicate whether "No Pay" or "Pay &amp; Reimburse"]</i>

	<table border="1" data-bbox="425 199 1417 279"> <tr> <td data-bbox="425 199 539 279"></td> <td data-bbox="539 199 1057 279">own materials and equipment needed for the implementation of the Project.</td> <td data-bbox="1057 199 1417 279"></td> </tr> </table> <p data-bbox="425 363 1417 430">(iii) duties, taxes and levies listed below shall be paid by the Client on behalf of the Consultant: [insert list of duties, taxes and levies]</p> <p data-bbox="425 518 1417 625"><i>[Indicate in the table below, any other tax exemptions available to the Consultant in accordance with the law of the Client’s country. If there is none, delete the paragraph below in its entirety.]</i></p> <p data-bbox="425 636 1417 703"><b>B. In addition to the above, in accordance with the law of the Client’s country:</b></p> <p data-bbox="425 716 1417 749">(i) &amp; (ii) duties, taxes and levies listed in the table below shall be exempted.</p> <table border="1" data-bbox="483 758 1382 1058"> <thead> <tr> <th data-bbox="483 758 573 793">No.</th> <th data-bbox="573 758 857 793">Duty/ Tax/ Levy</th> <th data-bbox="857 758 1382 793">Exemption Category</th> </tr> </thead> <tbody> <tr> <td data-bbox="483 793 573 869">1</td> <td data-bbox="573 793 857 869">[insert duty/ tax/ levy]</td> <td data-bbox="857 793 1382 869">[indicate whether “No Pay” or “Pay &amp; Reimburse”]</td> </tr> <tr> <td data-bbox="483 869 573 945">2</td> <td data-bbox="573 869 857 945">[insert duty/ tax/ levy]</td> <td data-bbox="857 869 1382 945">[indicate whether “No Pay” or “Pay &amp; Reimburse”]</td> </tr> <tr> <td data-bbox="483 945 573 1020">3</td> <td data-bbox="573 945 857 1020">[insert duty/ tax/ levy]</td> <td data-bbox="857 945 1382 1020">[indicate whether “No Pay” or “Pay &amp; Reimburse”]</td> </tr> <tr> <td data-bbox="483 1020 573 1058">etc.</td> <td data-bbox="573 1020 857 1058"></td> <td data-bbox="857 1020 1382 1058"></td> </tr> </tbody> </table> <p data-bbox="425 1068 1417 1136">(iii) duties, taxes and levies listed below shall be paid by the Client on behalf of the Consultant: [insert list of duties, taxes and levies]</p>		own materials and equipment needed for the implementation of the Project.		No.	Duty/ Tax/ Levy	Exemption Category	1	[insert duty/ tax/ levy]	[indicate whether “No Pay” or “Pay & Reimburse”]	2	[insert duty/ tax/ levy]	[indicate whether “No Pay” or “Pay & Reimburse”]	3	[insert duty/ tax/ levy]	[indicate whether “No Pay” or “Pay & Reimburse”]	etc.		
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etc.																			
<p><b>ITC 11.3</b></p>	<p>The currency(ies) of the Financial Proposal shall be as described below:</p> <p>(a) the input to the Services that the Consultant expects to supply from within the Client’s country shall be quoted in [insert the name of the currency of the Client’s country], referred to as “the local currency”, to [insert number of decimal places] decimal place(s); and</p> <p>(b) the inputs to the Services that the Consultant expects to supply from outside the Client’s county (referred to as “the foreign currency”), shall be quoted in:</p> <p>(i) Japanese Yen (JPY), with no decimal places; and/or</p> <p>(ii) [other international trading currency or currencies, if any] to [insert number of decimal places] decimal place(s).</p>																		

<b>C. Submission, Opening and Evaluation of Proposals</b>																													
<b>ITC 12.3</b>	In addition to the original of the Technical and Financial Proposal, the number of copies is: [ <i>insert number of copies</i> ]																												
<b>ITC 12.7</b>	For <b><u>Proposal submission purposes</u></b> only, the Client's address is: Attention: [ <i>insert full name of person, if applicable</i> ] Mailing Address: [ <i>insert mailing address</i> ]  <b>The Proposal submission deadline is:</b> Date: [ <i>insert day, month, and year</i> ] Time: [ <i>insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.</i> ]																												
<b>ITC 13.1</b>	The opening of the Technical Proposals shall take place at: Mailing Address: [ <i>insert mailing address</i> ] Date: [ <i>insert day, month, and year, e.g., 15 June 2018</i> ] Time: [ <i>insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.</i> ] [ <i>The date shall be the same as the one given for the proposal submission deadline (ITC 12).</i> ]																												
<b>ITC 14.3</b>	The minimum Technical Score required to be achieved: [ <i>insert number of points, usually 70</i> ] Points.  Criteria, sub-criteria, and point system for the evaluation are as follows: <table style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; border-bottom: 1px solid black;"><u>Criteria/ Sub Criteria</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td colspan="2"><b>(a) Experience of the Consultants relevant to the assignment:</b></td> </tr> <tr> <td style="padding-left: 20px;">(i) Experience of international projects of comparable size, complexity and technical specialty.</td> <td style="text-align: right; vertical-align: bottom;">[<i>insert points</i>]</td> </tr> <tr> <td style="padding-left: 20px;">(ii) Experience in developing countries under comparable conditions</td> <td style="text-align: right; vertical-align: bottom;">[<i>insert points</i>]</td> </tr> <tr> <td style="padding-left: 20px;">(iii) Experience in Japanese ODA projects</td> <td style="text-align: right; vertical-align: bottom;">[<i>insert points</i>]</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total points for criterion (a):</b></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>[10 - 20]</b></td> </tr> <tr> <td colspan="2">[<i>Considering circumstances particular to each individual project, the above sub-criterion (a)(iii) may be given more points.</i>]</td> </tr> <tr> <td colspan="2"><b>(b) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</b></td> </tr> <tr> <td style="padding-left: 20px;">(i) Technical approach and methodology</td> <td style="text-align: right; vertical-align: bottom;">[<i>insert points</i>]</td> </tr> <tr> <td style="padding-left: 20px;">(ii) Work plan</td> <td style="text-align: right; vertical-align: bottom;">[<i>insert points</i>]</td> </tr> <tr> <td style="padding-left: 20px;">(iii) Organization and staffing</td> <td style="text-align: right; vertical-align: bottom;">[<i>insert points</i>]</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total points for criterion (b):</b></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>[20 - 50]</b></td> </tr> </tbody> </table>	<u>Criteria/ Sub Criteria</u>	<u>Points</u>	<b>(a) Experience of the Consultants relevant to the assignment:</b>		(i) Experience of international projects of comparable size, complexity and technical specialty.	[ <i>insert points</i> ]	(ii) Experience in developing countries under comparable conditions	[ <i>insert points</i> ]	(iii) Experience in Japanese ODA projects	[ <i>insert points</i> ]	<b>Total points for criterion (a):</b>		<b>[10 - 20]</b>		[ <i>Considering circumstances particular to each individual project, the above sub-criterion (a)(iii) may be given more points.</i> ]		<b>(b) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</b>		(i) Technical approach and methodology	[ <i>insert points</i> ]	(ii) Work plan	[ <i>insert points</i> ]	(iii) Organization and staffing	[ <i>insert points</i> ]	<b>Total points for criterion (b):</b>		<b>[20 - 50]</b>	
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<b>Total points for criterion (b):</b>																													
<b>[20 - 50]</b>																													

	<p><b>(c) Key Experts' qualifications and competence for the assignment:</b></p> <p>(i) Team Leader [insert points]</p> <p>(ii) [insert position title and/or discipline as appropriate] [insert points]</p> <p>(iii) [insert position title and/or discipline as appropriate] [insert points]</p> <p>(iv) [insert position title and/or discipline as appropriate] [insert points]</p> <p>(v) [insert position title and/or discipline as appropriate] [insert points]</p> <p>(vi) [insert position title and/or discipline as appropriate] [insert points]</p> <p style="text-align: right;"><b>Total points for criterion (c): [30 - 60]</b></p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>a. General qualifications [insert weight between 20 and 30%]</p> <p>b. Adequacy for the assignment [insert weight between 50 and 60%]</p> <p>c. Familiarity with the language and the conditions of the country [insert weight between 10 and 20%]</p> <p style="text-align: right;">Total Weight: 100%</p> <p><b>(d) Suitability of the transfer of knowledge (training) programme (optional):</b></p> <p>(i) Relevance of training programme [insert points]</p> <p>(ii) Training approach and methodology [insert points]</p> <p>(iii) Qualifications of trainers [insert points]</p> <p style="text-align: right;"><b>Total points for criterion (d): [0 - 10]</b></p> <p><b>Total points for the all four criteria [(a) +(b)+(c)+(d)]: 100</b></p>
<b>D. Negotiations and Award</b>	
<b>ITC 15.1</b>	The expected date and address for contract negotiations: Date: [insert day, month, and year, e.g., 15 June 2018] Mailing Address: [insert mailing address]
<b>ITC 17.2</b>	The expected date and location for commencement of consulting services: Date: [insert day, month, and year, e.g., 15 June 2018] Mailing Address: [insert mailing address]



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





## Section I. Instructions to Consultants

### Notes for the Client

This Section specifies the procedures to be followed by the shortlisted Consultants when preparing and submitting their Proposals. It also provides information on opening and evaluation of Proposals, and on the signing of the Contract.

The use of the Standard Instructions to Consultants set forth in Section I of the Standard Request for Proposals (hereafter referred to as “Standard ITC”) is **required** in all Request for Proposals for the assignments financed by Japanese ODA Loans, and they shall be used without modifications.

A copy of the Standard Instructions to Consultants shall be attached to the Request for Proposals prepared by the Client. If the Instructions to Consultants in the Request for Proposals contain modifications from the Standard Instructions to Consultants, JICA will not consider them valid and will require the Client to modify the Request for Proposals so that the Standard Instructions to Consultants, as defined above, shall apply.

Any necessary changes, acceptable to JICA, to address specific country, project and assignment issues shall be introduced only through the Data Sheet.

The Instructions to Consultants will not be part of the Contract.



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## Instructions to Consultants

### A. General Provisions

#### 1. Definitions

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

country.

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

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

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

## 2. Introduction

### a. Scope of Proposal

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

services as specified in Section VI, Terms of Reference.

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

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



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

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

### 3. Conflict of Interest

- a. Impartiality** 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- b. Conflict of Interest** 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

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

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

A Consultant that has been engaged to provide goods or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods or non-consulting services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

- (b) Conflict among consulting assignments:

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

- (c) Relationship with Borrower's staff:

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

directly or indirectly involved in any part of:

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

shall be disqualified.

- (d) One Bid per Bidder:

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

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

#### **4. Corrupt and Fraudulent Practices**

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

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

three (3) years from (and including) the date on which the cross debarment is imposed. Notwithstanding the foregoing, taking relevant factors such as the status of the project financed by Japanese ODA Loans into account, the Borrower may request JICA's concurrence to recognize, and upon obtaining JICA's prior concurrence, may recognize the eligibility of any Consultant or Subconsultant so debarred if, in the Borrower's view, the ineligibility of such Consultant or Subconsultant would result in a clear and substantial disadvantage to the Borrower.

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

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

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

If it is revealed that the Subconsultant, who has a direct contract with the Consultant, has been debarred by the World Bank Group as of the sub-contract date, JICA will in principle require the Borrower to have the Consultant cancel the sub-contract immediately, unless

(i) such debarment period does not exceed one year,  
(ii) three (3) years have passed since such debarment decision, or (iii) JICA concurs to the eligibility in case of the clear and substantial disadvantage to the Borrower. If the Consultant refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the loan or any other remedies on the grounds of contractual violation.

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

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

## **5. Eligibility**

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

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

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

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

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

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

eligible to be awarded a contract.

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

## **B. Preparation of Proposals**

### **6. Preparation of Proposals**

- a. Completeness of RFP** 6.1 Unless obtained directly from the Client, the Client is not responsible for the completeness of the RFP, responses to requests for clarification, the minutes of the pre-proposal conference (if any), or addenda to the RFP in accordance with ITC 8.3. In case of any contradiction, documents obtained directly from the Client shall prevail.
- b. Information to be furnished** 6.2 The Consultant is expected to examine all instructions, forms, and terms in the RFP in detail and to furnish with its Proposal all information and documentation as is required by the RFP. The information or documentation shall be complete, accurate, current, and verifiable.
- c. Cost of Proposals** 6.3 The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- d. Language of Proposals** 6.4 The Proposal, as well as all related correspondence exchanged by the Consultant and the Client, shall be written in the language **specified in the DS**.
- 6.5 Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Proposal, in which case, for purposes of interpretation of the Proposal, such translation shall govern.

### **7. Proposal Validity Period**

- a. Validity Period** 7.1 The Consultant's Proposal must remain valid for a period **specified in the DS** after the Proposal submission deadline.
- 7.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the

Key Experts, the proposed rates and the total price.

- 7.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not scheduled at the time of Proposal submission to be available or was named in the Proposal without confirmation of his/her availability, such Proposal shall be disqualified and rejected from further evaluation.
- b. Extension of Validity Period**
- 7.4 The Client will make its best effort to complete negotiations within this period. However, should the need arise, the Client may request, in writing, all Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Experts named in the Proposal subject to the provisions under ITC 7.6.
- 7.5 The Consultants who do not agree have the right to refuse to extend the validity of their proposals in which case their Proposals will not be further evaluated.
- c. Substitution of Key Experts at Validity Extension**
- 7.6 If any of the Key Experts becomes unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 7.7 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, such Proposal will be rejected.
- d. Sub-Consulting**
- 7.8 The Consultant shall not propose Subconsultants for the whole of the Services.
- e. Delayed Contract Signing**
- 7.9 If the contract signing is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial period of proposal validity, the amounts payable under the Contract shall be determined as follows:
- (a) In the case of fixed price contracts, the amounts payable under the Contract shall be the price of the Financial Proposal adjusted by the factor **specified in the DS**.
  - (b) In the case of adjustable price contracts, no adjustment shall be made.

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

## 8. Clarification and Amendments of RFP

### a. Clarification of RFP

8.1 The Consultant requiring any clarification of the RFP shall contact the Client in writing at the Client's address **specified in the DS** or raise its enquiries during the pre-proposal conference if provided for in accordance with ITC 8.2. The Client will respond in writing to any request for clarification, at least fourteen (14) days before the deadline for submission of Proposal provided that such request is received no later than twenty-one (21) days prior to that deadline. The Client shall forward copies of its response to all shortlisted Consultants, including a description of the inquiry but without identifying its source. If so **specified in the DS**, the Client shall also promptly publish its response on the Client's web page **identified in the DS**. Should the clarification result in changes to the essential elements of the RFP, the Client shall amend the RFP following the procedure under ITC 8.3.

### b. Pre-Proposal Conference

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

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

### c. Amendment of RFP

8.3 At any time prior to the Proposal submission deadline, the Client may amend the RFP by issuing an addendum in writing in sufficient time before the submission of Proposals. The addendum shall be sent to all shortlisted Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments. To give the Consultants

reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the Proposal submission deadline.

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

**9. Preparation of Proposals – Specific Considerations**

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

(a) For the purpose of submitting a Proposal, a shortlisted Consultant may enhance its expertise for the assignment either by:

(i) associating with other firms or individuals as Subconsultants, in which case such other firms or individuals shall not be liable for the Contract, and/or

(ii) forming a JV with other firms which substantially perform the Services and/or have experience contributing to the enhancement of the expertise of the JV, in which case the shortlisted Consultant shall be the lead member, shall execute a major portion of the assignment, and have the authority to conduct all businesses for and on behalf of any and all of its members. Each member of the JV are liable under the Contract as provided in ITC 5.1(a).

(b) If the Consultant has been shortlisted through an Expression of Interest, any change in the structure or formation of the Consultant including Subconsultants named in the application in the Expression of Interest after being invited to submit a Proposal shall be subject to the written approval of the Client prior to the Proposal submission deadline. Any such change shall be submitted to the Client not later than twenty-one (21) days before the Proposal submission deadline.



**10. Technical Proposal  
Format and  
Content**

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

**a. Contents**

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

- (a) Form TECH-1:  
This form entitled “Technical Proposal Submission Form”, once completed, shall be the Technical Proposal Submission Letter.
- (b) Form TECH-2:  
A brief description of the Consultant’s organization and an outline of recent experience of the Consultant and, in the case of a JV, for each member, on assignments of a similar nature are required in Form TECH-2.

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

Client.

(c) Form TECH-3:

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

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

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

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

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

(e) Form TECH-5:

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

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

(f) Form TECH-6:

CVs of the Key Experts signed by the Key Experts themselves or by the authorized representative submitting Form TECH-6. In case of CVs signed by the authorized representative, should the firm be ranked first, copies of

the same CVs signed by the Key Experts must be submitted to the Client prior to commencement of contract negotiations.

(g) Form TECH-7:

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

(h) Form TECH-9:

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

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

**b. Volume**

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

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

## **11. Financial Proposal Format and Content**

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

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

(a) The Financial Proposal shall list all costs associated with the assignment, including

(i) remuneration for Key Experts and Non-Key Experts.

(ii) reimbursable expenses **indicated in the DS**.

(b) The Financial Proposal requires completion of the following forms in Section IV, Financial Proposal Forms.

(i) Form FIN-1:

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

(ii) Form FIN-2:

This form entitled “Summary of Costs” shall summarize the proposed cost(s) by currency(ies). It shall list all costs associated with the assignment, including remuneration for Experts and reimbursable expenses **indicated in DS 11.1(a)(ii)**. The total amounts of remuneration and reimbursable expenses in Form FIN-2 shall be consistent with those amounts in Forms FIN-3 and FIN-4.

The amounts and currencies of the Provisional Sum for Contingency Allowance and the Specified Provisional Sums, if any included in the FIN-2, shall be **as specified in the DS**. The Consultant shall be aware of the provisions stated in Sub-Clause 2.6.4 of the Conditions of Contract.

(iii) Form FIN-3:

This form entitled “Remuneration” shall show the details of remuneration.

(iv) Form FIN-4:

This form entitled “Reimbursable Expenses” shall show the details of reimbursable expenses.

(v) Form FIN-5:

This Form entitled “Table of Adjustment Data”,

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

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

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

**a. Duties, Taxes and Levies**

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

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

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

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

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

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

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

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

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

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

(iv) Local Indirect Taxes payable by the Consultant

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

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

**b. Currency of Proposal and Payment**

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

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

### **C. Submission, Opening and Evaluation of Proposals**

**12. Submission of Proposals**

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

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

**a. Format and Signing of Proposals**

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

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

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

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

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

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

**b. Sealing and Marking of Proposals**

12.6 The Consultant shall enclose:

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

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



Financial Proposal, as described in ITC 11;

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

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

The inner and outer envelopes shall be:

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

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

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

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

**c. Proposal Submission Deadline and Late Proposals**

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

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

**d. Substitutions and Modifications**

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

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

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

### **13. Opening of Proposals**

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

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

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

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

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

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

## 14 Proposal Evaluation

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

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

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

### a. Technical Proposals

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

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

### b. Financial Proposals

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

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

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

(ii) In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the

Client's Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total offered price.

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

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

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

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

where:

$A_{ad}$ : Amount adjusted

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

$M_{pro}$ : Number of man-months proposed

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

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

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

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

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

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

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

$$Sf = 100 \times Fm / F$$

where:

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

Fm is the ETP of the lowest evaluated Financial Proposal,

F is the ETP of the Financial Proposal under consideration

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

## **D. Negotiations and Award**

### **15. Negotiations**

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

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

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

expenses shall not be subject to negotiation.

**16. Conclusion of the Negotiations**

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

**17. Signing of Contract**

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

**18. Notification to Unsuccessful Consultants and Debriefing**

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

**19. Publication**

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



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

**20. Confidentiality**

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

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

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

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



## Section II. Data Sheet

### Notes for the Client

This Section contains information that are specific to each selection and that supplement Section I, Instructions to Consultants.

This Section shall be filled in by the Client before issuance of the Request for Proposals. The Client shall specify in the Data Sheet (DS) only the information that the ITC requires to be specified in the DS. All information shall be provided; **no clause shall be left blank.**

To facilitate the preparation of the DS, its clauses are numbered with the same numbers as the corresponding ITC clauses.

The following directions shall be observed when filling the DS:

- (a) Specific details, such as the name of the Client and address for proposal submission shall be furnished in the spaces indicated by italicized notes inside brackets.
- (b) Italicized notes are not part of the actual DS, but contain guidelines and instructions for the Client. They shall be deleted from the actual Request for Proposals to be issued to the Consultants.
- (c) Where alternative Clauses or texts are shown, select those which best suit the particular assignment and delete the alternative text which is not used.



## Data Sheet

<b>A. General</b>	
<b>ITC 1.1(b)</b>	The Applicable Guidelines are those published in [ <i>insert date of issuance of the Guidelines applicable to this Contract (October 2023, April 2012, March 2009 or October 1999)</i> ].
<b>ITC 2.1</b>	<p>The Letter of Invitation: [<i>insert reference number of the letter of Invitation</i>]</p> <p>The Client is: [<i>insert name of Client</i>] located in [<i>insert name of country of Client/ Borrower</i>].</p> <p>The Project is: [<i>insert name of Project</i>].</p> <p>The name of the Assignment is: [<i>insert name of assignment</i>].</p>
<b>ITC 2.3</b>	<p>The Borrower is: [<i>insert name of Borrower</i>].</p> <p>The number of the JICA Loan Agreement is: [<i>insert JICA Loan Agreement number</i>].</p> <p>The amount of a Japanese ODA Loan is: [<i>insert amount in Japanese Yen</i>].</p> <p>The signed date of the Loan Agreement is: [<i>insert signed date of the Loan Agreement</i>].</p> <p>The other sources of finance are: [<i>insert other sources of finance</i>].</p>
<b>ITC 2.7</b>	The following inputs, project data, reports, etc. are provided to facilitate the preparation of the Proposals: [ <i>insert list of inputs, project data, reports, etc. if there is none, state "N/A"</i> ]
<b>ITC 4.1(b)</b>	The list of ineligible firms and individuals is available at the JICA's website: <a href="http://www.jica.go.jp/english/about/organization/corp_gov/index.html">www.jica.go.jp/english/about/organization/corp_gov/index.html</a>
<b>ITC 4.1(c)</b>	The list of debarred firms and individuals is available at the World Bank's website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>
<b>B. Preparation of Proposals</b>	
<b>ITC 6.4</b>	Language of the Proposals: [ <i>insert one of the following, as applicable: Japanese, English, French, or Spanish</i> ]
<b>ITC 7.1</b>	Proposals must remain valid [ <i>insert number: normally 90 days</i> ] days after the Proposal submission deadline date, i.e. until: [ <i>insert date</i> ]

<p><b>ITC 7.9(a)</b></p>	<p><i>[Insert the following only in case of fixed price contract. Delete it in its entirety in case of adjustable price contracts, and state “This DS 7.9(a) is not applicable.”.]</i></p> <p>The local and foreign currency portions of the Price of the Financial Proposal shall be adjusted by using the following formula:</p> $BP_A = BP_0 \left( 1 + \frac{DP \times AF}{365} \right)$ <p>Where:</p> <p>“BP<sub>A</sub>” is the local (or foreign) currency portion of the Price of the Financial Proposal as adjusted for the delay in signing of the Contract.</p> <p>“BP<sub>O</sub>” is the local (or foreign) currency portion of the Price of the Financial Proposal as stated in the Financial Proposal Submission Form.</p> <p>“DP” is the period of delay, calculated as a number of days between the award date and the date, fifty-six (56) days after the expiry date of the initial Proposal validity period</p> <p>“AF” is:</p> <p>(a) in case of the local currency, the average annual consumer inflation of the Clients’ country, calculated from the data officially released by the relevant authority of the Client’s country, responsible for release of such data, considering the period of past three (3) years from the date, one (1) month prior to the Contract signing date.</p> <p>(b) in case of the foreign currency, the average annual consumer inflation of the country of the foreign currency, calculated from the data officially released by the relevant authority of that country, responsible for release of such data, considering the period of past three (3) years from the date, one (1) month prior to the Contract signing date.</p>
<p><b>ITC 8.1</b></p>	<p>For <b><u>clarification purposes</u></b> only, the Client’s address is:          Attention: <i>[insert full name of person, if applicable]</i>          Mailing Address: <i>[insert mailing address]</i>          Email: <i>[insert email address(es), if applicable]</i>          Responses to any request for clarification, if any, <i>[select “will” or “will not”, as appropriate]</i> be published on the Client’s web page indicated below.          Web Page: <i>[insert the Client’s web page if responses to requests for clarifications will be published on the Client’s web page; Otherwise insert “N/A”.]</i></p>

<b>ITC 8.2</b>	<p>A pre-proposal conference [<i>insert “will” or “will not”, as appropriate</i>] take place at the following date, time and place:</p> <p><i>[If a pre-proposal conference will take place, insert the date, time, place information, the contact details of Client’s representative in charge of the conference, in the spaces provided below. Otherwise insert “N/A” in the spaces provided below for the date, time, place and the details of Client’s representative below.]</i></p> <p>Date : _____</p> <p>Time : _____</p> <p>Place : _____</p> <p>The Client’s representative in charge of pre-proposal conference:</p> <p>Name : _____</p> <p>Mailing Address : _____</p> <p>Telephone : _____</p> <p>Fax : _____</p> <p>E-mail : _____</p>
<b>ITC 10.1(d)</b>	<p>The Consultant shall submit the following additional documents in its Technical Proposal:</p> <p><i>[List any additional document not already listed in ITC 10.1 that must be submitted with the Technical Proposal. If there is no additional document, state “none”.]</i></p>
<b>ITC 11.1</b>	<p>Minimum numbers of man-months for Experts that must be shown on the Expert schedule are:</p> <p>- International Experts: [<i>insert number of man-months</i>] man-months.</p> <p>- Local Experts : [<i>insert number of man-months</i>] man-months.</p> <p>- Total : [<i>insert number of man-months</i>] man-months.</p>
<b>ITC 11.1(a)(ii)</b>	<p><i>[Insert a list of the applicable Reimbursable expenses in foreign and in local currencies. All assignment-related costs other than the Consultant's remuneration shall be listed below. Any items of expenses indicated as Specified Provisional Sums shall not be included in the list.</i></p> <p><i>A sample list is provided below for guidance. Item no. 9 shall be included when the Client allows an option for the Consultant to include the cost of procuring a professional liability insurance as a Reimbursable Expense in accordance with Sub-Clause SCC 3.5 (b). Items that are not applicable shall be deleted, while other items may be added where applicable.]</i></p> <p>(1) a per diem allowance in respect of Experts of the Consultant for every day in which the Experts shall be absent from their home office;</p> <p>(2) cost of necessary international and local air travel of Experts by the most</p>

	<p>appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) land transportation including vehicle rental;</p> <p>(5) cost of international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</p> <p>(6) cost, rental and freight of any equipment required to be provided by the Consultants for the purposes of the Services;</p> <p>(7) cost of printing and dispatching of the reports to be produced for the Services;</p> <p>(8) miscellaneous administrative and support costs including office operations, support personnel and translation; and</p> <p>(9) cost of procuring the professional liability insurance in accordance with Sub-Clause SCC 3.5(b).</p>
<p><b>ITC 11.1(b)</b> <b>(ii)</b></p>	<p><i>An appropriate amount of Provisional Sum for Contingency Allowance allows the Client to cope with additional expenses in accordance with the Contract (e.g. price escalations) and any other increase in the amount to be paid to the Consultant during the implementation of the Contract.</i></p> <p><i>[Provisional Sum for Contingency Allowance shall usually be calculated by multiplication of the predetermined percentage (to be indicated by the Client in the RFP) and the base cost (total of the remuneration and Reimbursable expenses and Specified Provisional Sums). As an alternative to this percentage addition, a fixed amount can be predetermined by the Client, based on the estimated contract value, and inserted as a figure (common to each Consultant) in the RFP.]</i></p> <p><i>The Client, as per the guidance given above, may choose, either Option A (i.e.: to insert a determined percentage) or Option B (i.e.: to insert a fixed amount) below, as appropriate, and delete the other.</i></p> <p><i>So as to make the relevant item in FIN-2 consistent with this ITC provision: if option A is chosen, indicate the relevant percentage in the item description, and if Option B is chosen, insert the relevant local and foreign currency portions of the Amount in the respective 'Amount' columns.]</i></p> <p>The amount of the Provisional Sum for Contingency Allowance shall be as follows:  <i>[Choose one of the following options, as applicable and delete the other.]</i></p>



	<p>[Option A]  <i>[insert the applicable percentage]</i> of the summation of the Sub-Total of the Competitive Component and the specified Provisional Sums as indicated in the Financial Proposal submitted by the Consultant, in the currency or currencies in which the above summation is expressed.</p> <p>[Option B]  <i>[insert the applicable fixed amount in the applicable currency or currencies]</i></p> <hr/> <p>The Amounts and Currencies of the Specified Provisional Sums shall be as follows:</p> <p><i>[The Client shall fill in the table below, Item No, Description, and Local and Foreign currency portions of the Amount for each Provisional Sum as indicated in the Financial Proposal.]</i></p> <table border="1" data-bbox="427 814 1360 1083"> <thead> <tr> <th rowspan="2">Item No.</th> <th rowspan="2">Description</th> <th colspan="2">Amount</th> </tr> <tr> <th>Local</th> <th>Foreign</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>etc.</td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2">Total - Specified Provisional Sums</td> <td></td> <td></td> </tr> </tbody> </table> <p><i>[If there are no Provisional Sums allocated (whether specified Provisional Sums or the Provisional Sum for Contingency Allowance), delete all above and state “This DS 11.1(b)(ii) is not applicable.”]</i></p>	Item No.	Description	Amount		Local	Foreign	1				2				3				etc.				Total - Specified Provisional Sums			
Item No.	Description			Amount																							
		Local	Foreign																								
1																											
2																											
3																											
etc.																											
Total - Specified Provisional Sums																											
<p><b>ITC 11.1(b)(v)</b></p>	<p>The rates and prices quoted by the Consultant shall be: <i>[Insert “subject to adjustment” or “fixed; consequently, the Consultant is not required to furnish the indices and coefficients for the price adjustment formulae in the Table of Adjustment Data”, as appropriate]</i></p> <p><i>[Price adjustment is recommended for contracts with longer duration than 18 months or when local or foreign inflation is expected to be high.]</i></p>																										
<p><b>ITC 11.2(b)</b></p>	<p>Information on the Consultant’s tax liabilities in the Client’s country can be found <i>[insert reference to the appropriate official source]</i>.</p>																										
<p><b>ITC 11.2(c)</b></p>	<p><i>[This ITC 11.2(c) shall be consistent with Sub-Clause SCC 6.3(a) and (b).</i></p> <p><i>The Client shall indicate clearly which taxes, duties and levies are exempted and the relevant exemption categories (as described below), in accordance with the Exchange of Notes between the Client’s country and the Government of Japan, and under the law of the Client’s country.</i></p>																										

*If the liabilities as to taxes, duties and levies shall be solely borne by the Consultant, delete all below and state "This DS 11.2(c) is not applicable.".]*

Exemptions from duties, taxes or levies which are described under this ITC 11.2(c) fall into two categories, namely:

- "No Pay" category: The Consultant shall be entitled to exemption from tax liabilities falling into this category, without having to make any payment arising from or out of or in connection with such liabilities.
- "Pay & Reimburse" category: The Consultants shall be entitled to exemption from tax liabilities, falling into this category, provided that the Consultant first makes all payments arising from, or out of, or in connection with, such liabilities and then apply for reimbursement from the relevant authority, following the procedure prescribed by such authority.

**A. In accordance with the Exchange of Notes between the Government of the Client's country and the Government of Japan:**

(i) & (ii) duties, taxes and levies listed in the table below shall be exempted.

*[The Client shall add or modify tax liabilities as appropriate and indicate the exemption category of each of them in the table below.]*

No.	Duty/ Tax/ Levy	Exemption Category
1.	Corporate income tax, including withholding tax, on any Japanese companies, operating as a consultant, with respect to the income accruing from the supply of products and/or services to be provided under Japanese ODA Loans.	<i>[indicate whether "No Pay" or "Pay &amp; Reimburse"]</i>
2.	Personal income tax on Japanese employees engaged in the implementation of the Project for their personal income derived from a Japanese companies operating as a consultant for the implementation of the Project.	<i>[indicate whether "No Pay" or "Pay &amp; Reimburse"]</i>
3.	Custom duties and related fiscal charges on any Japanese companies operating as a consultant, with respect to the import and re-export of their own	<i>[indicate whether "No Pay" or "Pay &amp; Reimburse"]</i>

	<table border="1" data-bbox="423 201 1412 279"> <tr> <td data-bbox="423 201 537 279"></td> <td data-bbox="537 201 1073 279">materials and equipment needed for the implementation of the Project.</td> <td data-bbox="1073 201 1412 279"></td> </tr> </table> <p data-bbox="423 289 1412 359">(iii) duties, taxes and levies listed below shall be paid by the Client on behalf of the Consultant:</p> <p data-bbox="516 369 997 405"><i>[insert list of duties, taxes and levies]</i></p> <p data-bbox="423 443 1412 552"><i>[Indicate in the table below, any other tax exemptions available to the Consultant in accordance with the law of the Client's country. If there is none, delete the paragraph below in its entirety.]</i></p> <p data-bbox="423 562 1412 632"><b>B. In addition to the above, in accordance with the law of the Client's country:</b></p> <p data-bbox="423 642 1412 678">(i) &amp; (ii) duties, taxes and levies listed in the table below shall be exempted.</p> <table border="1" data-bbox="483 684 1382 982"> <thead> <tr> <th data-bbox="483 684 570 720">No.</th> <th data-bbox="570 684 857 720">Duty/ Tax/ Levy</th> <th data-bbox="857 684 1382 720">Exemption Category</th> </tr> </thead> <tbody> <tr> <td data-bbox="483 720 570 793">1</td> <td data-bbox="570 720 857 793"><i>[insert duty/ tax/ levy]</i></td> <td data-bbox="857 720 1382 793"><i>[indicate whether "No Pay" or "Pay &amp; Reimburse"]</i></td> </tr> <tr> <td data-bbox="483 793 570 867">2</td> <td data-bbox="570 793 857 867"><i>[insert duty/ tax/ levy]</i></td> <td data-bbox="857 793 1382 867"><i>[indicate whether "No Pay" or "Pay &amp; Reimburse"]</i></td> </tr> <tr> <td data-bbox="483 867 570 940">3</td> <td data-bbox="570 867 857 940"><i>[insert duty/ tax/ levy]</i></td> <td data-bbox="857 867 1382 940"><i>[indicate whether "No Pay" or "Pay &amp; Reimburse"]</i></td> </tr> <tr> <td data-bbox="483 940 570 982">etc.</td> <td data-bbox="570 940 857 982"></td> <td data-bbox="857 940 1382 982"></td> </tr> </tbody> </table> <p data-bbox="423 993 1412 1062">(iii) duties, taxes and levies listed below shall be paid by the Client on behalf of the Consultant:</p> <p data-bbox="488 1073 976 1108"><i>[insert list of duties, taxes and levies.]</i></p>		materials and equipment needed for the implementation of the Project.		No.	Duty/ Tax/ Levy	Exemption Category	1	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether "No Pay" or "Pay &amp; Reimburse"]</i>	2	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether "No Pay" or "Pay &amp; Reimburse"]</i>	3	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether "No Pay" or "Pay &amp; Reimburse"]</i>	etc.		
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etc.																			
<b>ITC 11.3</b>	<p data-bbox="423 1146 1412 1182">The currency(ies) of the Financial Proposal shall be as described below:</p> <p data-bbox="423 1192 1412 1339">(a) the input to the Services that the Consultant expects to supply from within the Client's country shall be quoted in <i>[insert the name of the currency of the Client's country]</i>, referred to as "the local currency", to <i>[insert number of decimal places]</i> decimal place(s); and</p> <p data-bbox="423 1350 1412 1459">(b) the inputs to the Services that the Consultant expects to supply from outside the Client's county (referred to as "the foreign currency"), shall be quoted in:</p> <p data-bbox="472 1461 1412 1497">(i) Japanese Yen (JPY), with no decimal places; and/or</p> <p data-bbox="472 1499 1412 1568">(ii) <i>[other international trading currency or currencies, if any]</i> to <i>[insert number of decimal places]</i> decimal place(s).</p>																		
<b>C. Submission, Opening and Evaluation of Proposals</b>																			
<b>ITC 12.3</b>	<p data-bbox="423 1671 1412 1749">In addition to the original of the Technical and Financial Proposal, the number of copies is: <i>[insert number of copies]</i></p>																		
<b>ITC 12.7</b>	<p data-bbox="423 1776 1412 1871">For <b><u>Proposal submission purposes</u></b> only, the Client's address is: Attention: <i>[insert full name of person, if applicable]</i></p>																		

	<p>Mailing Address: <i>[insert mailing address]</i></p> <p><b>The Proposal submission deadline is:</b>  Date: <i>[insert day, month, and year]</i>  Time: <i>[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]</i></p>																																		
<b>ITC 13.1</b>	<p>The opening of the Technical Proposals shall take place at:  Mailing Address: <i>[insert mailing address]</i>  Date: <i>[insert day, month, and year, e.g., 15 June 2018]</i>  Time: <i>[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]</i>  <i>[The date shall be the same as the one given for the proposal submission deadline (ITC 12).]</i></p>																																		
<b>ITC 13.7</b>	<p>The opening of the Financial Proposals is expected to take place at:  Mailing Address: <i>[insert mailing address]</i>  Date: <i>[insert month, and year, e.g., June 2018]</i></p>																																		
<b>ITC 14.3</b>	<p>The minimum Technical Score required to be achieved: <i>[insert number of points, usually 70]</i> Points.</p> <p>Criteria, sub-criteria, and point system for the evaluation are as follows:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; border-bottom: 1px solid black;"><u>Criteria/ Sub Criteria</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td colspan="2"><b>(a) Experience of the Consultants relevant to the assignment:</b></td> </tr> <tr> <td style="padding-left: 20px;">(i) Experience of international projects of comparable size, complexity and technical specialty.</td> <td style="text-align: right; vertical-align: bottom;"><i>[insert points]</i></td> </tr> <tr> <td style="padding-left: 20px;">(ii) Experience in developing countries under comparable conditions</td> <td style="text-align: right; vertical-align: bottom;"><i>[insert points]</i></td> </tr> <tr> <td style="padding-left: 20px;">(iii) Experience in Japanese ODA projects</td> <td style="text-align: right; vertical-align: bottom;"><i>[insert points]</i></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total points for criterion (a):</b></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>[10 - 20]</b></td> </tr> <tr> <td colspan="2"><i>[Considering circumstances particular to each individual project, the above sub-criterion (a) (iii) may be given more points.]</i></td> </tr> <tr> <td colspan="2"><b>(b) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</b></td> </tr> <tr> <td style="padding-left: 20px;">(i) Technical approach and methodology</td> <td style="text-align: right; vertical-align: bottom;"><i>[insert points]</i></td> </tr> <tr> <td style="padding-left: 20px;">(ii) Work plan</td> <td style="text-align: right; vertical-align: bottom;"><i>[insert points]</i></td> </tr> <tr> <td style="padding-left: 20px;">(iii) Organization and staffing</td> <td style="text-align: right; vertical-align: bottom;"><i>[insert points]</i></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total points for criterion (b):</b></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>[20 - 50]</b></td> </tr> <tr> <td colspan="2"><b>(c) Key Experts' qualifications and competence for the assignment:</b></td> </tr> <tr> <td style="padding-left: 20px;">(i) Team Leader</td> <td style="text-align: right; vertical-align: bottom;"><i>[insert points]</i></td> </tr> <tr> <td style="padding-left: 20px;">(ii) <i>[insert position title and/or discipline as appropriate]</i></td> <td style="text-align: right; vertical-align: bottom;"><i>[insert points]</i></td> </tr> </tbody> </table>	<u>Criteria/ Sub Criteria</u>	<u>Points</u>	<b>(a) Experience of the Consultants relevant to the assignment:</b>		(i) Experience of international projects of comparable size, complexity and technical specialty.	<i>[insert points]</i>	(ii) Experience in developing countries under comparable conditions	<i>[insert points]</i>	(iii) Experience in Japanese ODA projects	<i>[insert points]</i>	<b>Total points for criterion (a):</b>		<b>[10 - 20]</b>		<i>[Considering circumstances particular to each individual project, the above sub-criterion (a) (iii) may be given more points.]</i>		<b>(b) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</b>		(i) Technical approach and methodology	<i>[insert points]</i>	(ii) Work plan	<i>[insert points]</i>	(iii) Organization and staffing	<i>[insert points]</i>	<b>Total points for criterion (b):</b>		<b>[20 - 50]</b>		<b>(c) Key Experts' qualifications and competence for the assignment:</b>		(i) Team Leader	<i>[insert points]</i>	(ii) <i>[insert position title and/or discipline as appropriate]</i>	<i>[insert points]</i>
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	<p>(iii) <i>[insert position title and/or discipline as appropriate]</i> <span style="float: right;"><i>[insert points]</i></span></p> <p>(iv) <i>[insert position title and/or discipline as appropriate]</i> <span style="float: right;"><i>[insert points]</i></span></p> <p>(v) <i>[insert position title and/or discipline as appropriate]</i> <span style="float: right;"><i>[insert points]</i></span></p> <p>(vi) <i>[insert position title and/or discipline as appropriate]</i> <span style="float: right;"><i>[insert points]</i></span></p> <p style="text-align: right;"><b>Total points for criterion (c): [30 - 60]</b></p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>a. General qualifications <span style="float: right;"><i>[insert weight between 20 and 30%]</i></span></p> <p>b. Adequacy for the assignment <span style="float: right;"><i>[insert weight between 50 and 60%]</i></span></p> <p>c. Familiarity with the language and the conditions of the country <span style="float: right;"><i>[insert weight between 10 and 20%]</i></span></p> <p style="text-align: right;">Total Weight: 100%</p> <p><b>(d) Suitability of the transfer of knowledge (training programme (optional):</b></p> <p>(i) Relevance of training programme <span style="float: right;"><i>[insert points]</i></span></p> <p>(ii) Training approach and methodology <span style="float: right;"><i>[insert points]</i></span></p> <p>(iii) Qualifications of trainers <span style="float: right;"><i>[insert points]</i></span></p> <p style="text-align: right;"><b>Total points for criterion (d): [0 - 10]</b></p> <p style="text-align: right;"><b>Total points for the all four criteria [(a) +(b)+(c)+(d)]: 100</b></p>
<b>ITC 14.6</b>	<p>The currency that shall be used for Proposal evaluation and comparison purposes to convert all proposed Prices expressed in various currencies into a single currency is: <i>[insert Japanese Yen or another single currency, as appropriate.]</i></p> <p>The source of exchange rate shall be: <i>[insert name of the source of exchange rates (e.g., the Central Bank in the Client's country).]</i></p> <p>The date for the exchange rate shall be: <i>[insert day, month and year, e.g. 15 June 2018, the date not earlier than thirty (30) days prior to, nor later than, the date of opening of the Technical Proposals specified in ITC 13.1.]</i></p>
<b>ITC 14.8</b>	<p>Quality-Cost Ratio: <i>[insert ratio: usually 80:20]</i></p> <p><i>[In general, JICA and the Borrower (the Project Executing Agency and the Client) will agree on Quality-Cost Ratio in appraisal by JICA. Quality-Cost Ratio of 90:10 may be chosen when quality is of primary importance.]</i></p>
<b>D. Negotiations and Award</b>	
<b>ITC 15.1</b>	The expected date and address for contract negotiations:

	Date: [ <i>insert day, month, and year, e.g., 15 June 2018</i> ] Mailing Address: [ <i>insert mailing address</i> ]
<b>ITC 17.2</b>	The expected date and location for commencement of consulting services: Date: [ <i>insert day, month, and year, e.g., 15 June 2018</i> ] Mailing Address: [ <i>insert mailing address</i> ]

## Section III. Technical Proposal Forms

### Notes for the Client

This Section includes the technical proposal forms that are to be completed by the shortlisted Consultants and submitted as part of their proposals.

Technical Proposal Forms shall be completed in accordance with ITC 10.1.

The “Boxed” note indicated as “*Notes for the Client*” in Form TECH-9 is not part of the actual RFP, but contain guideline and instructions for the Client, and it shall be deleted from the actual RFP issued to the Consultants. All other forms can be used without any modifications to their contents or formats.

Italicized notes containing guidance and instruction are given solely for the Consultants as to which data to be filled in the respective form and they shall not be filled in or modified by the Client. The “*Notes for the Consultants*” contained in this Section III shall be included in the actual RFP to be issued to the Consultants.





# Section III. Technical Proposal Forms

## Table of Technical Proposal Forms

	TPF
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## Form TECH-1: Technical Proposal Submission Form

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Date : *[insert date of Proposal submission]*  
LOI No. : *[insert Letter of Invitation number]*  
Project : *[insert name of Project]*  
Assignment : *[insert name of Assignment]*

To: *[insert full Name and mailing address of Client]*

Dear Sir/ Madam:

We, the undersigned, offer to provide the consulting services for *[insert name of assignment]* in accordance with your Request for Proposals dated *[insert Date of LOI]* and our Proposal.

We are hereby submitting our Proposal which includes *[insert “this Technical Proposal, and a Financial Proposal sealed in a separate envelope” or, “this Technical Proposal only” as appropriate]*.

*[insert the following in case of a Consultant JV]*

We are submitting our Proposal as a Joint Venture comprising of: *[insert a list with the full name and the legal address of each member, starting from the lead member]*. We have attached a copy *[insert: “of our letter of intent to form a Joint Venture” or, “of the JV Agreement” as appropriate]* signed by each member, which details the likely legal structure of and the confirmation of joint and severable liability of each member of the said Joint Venture.

*[insert the following if the Consultant proposes Subconsultants]*

We have proposed in our proposal the following firms as Subconsultants: *[insert a list with the full name and the legal address of each Subconsultant.]*

We hereby declare that:

- (a) All the information provided 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.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in Section II, Data Sheet (DS) 7.1.
- (c) We including Subconsultants have no conflict of interest in accordance with Section I.Instructions to Consultant (ITC) 3.
- (d) We meet the eligibility requirements as stated in ITC 5.

- (e) 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 7.6 and ITC 15.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal shall be binding upon us and subject to any modifications resulting from the Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in DS 7.1.
- (g) We understand that the Client is not bound to accept any Proposal that the Client receives.
- (h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

We remain,

Yours sincerely,

Authorized Signature : *[insert signature of the person duly authorised to sign the Proposal, in full and initials]*

Name and Title of Signatory : *[insert full name and title of the person above]*

Name of Consultant : *[insert name of firm or JV, as appropriate]*

In the capacity of : *[insert position of the person signing above]*

Contact information : *[insert mailing address]*  
*[insert tel. no. with country and city codes]*  
*[insert fax no. with country and city codes]*  
*[insert email address]*

*[Person signing the Proposal shall have the Power of Attorney given by the Consultant to be included in the Technical Proposal.]*

## **Form TECH-2: Consultant's Organization and Experience**

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### **A - Consultant's Organization**

*[Provide here a brief (two pages for each firm comprising the Consultant) description of the organization and general experience of the Consultant and, if applicable, each JV member for this assignment.]*

## B - Consultant's Experience

*[Using the format below, provide information on each assignment for which your firm and each JV member for this assignment, was legally contracted either individually as a single firm or as a lead firm or one of the member of a JV, for carrying out consulting services similar to the ones requested under this assignment. The experience of affiliated entities (such as the parent company(ies), group company(ies), subsidiary(ies) or other affiliate(s)) shall not be included. Use about 20 pages.]*

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country:	Duration of assignment (months):
Location within country:	
Name of Client:	Total No. of man-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year):	No. of professional man-months provided by JV members or Subconsultants:
Completion date (month/year):	Funding Source:
Name of joint venture member or Subconsultants, if any:	
Narrative description of Project:	
Description of actual services provided by the firm in the assignment:	

Firm's Name: \_\_\_\_\_

**Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client**

---

**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to enhance performance in carrying out the assignment (such as adding others, or proposing a different phasing of the activities), if any.]*

## **B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Client including: administrative support, office space, local transportation, equipment, data, background reports, etc., if any.]*

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## **Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment**

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*[Technical approach, methodology and work plan are key components of the Technical Proposal. It is suggested that the Consultant presents its Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

*(a) Technical Approach and Methodology:*

*The Consultant shall explain its understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.*

*The Consultant shall highlight the problems being addressed and their importance, and explain the technical approach it would adopt to address them. The Consultant shall also explain the methodologies it proposes to adopt and highlight the compatibility of those methodologies with the proposed approach. Staffing for training shall also be explained, if so required in the TOR. A simple repeat/copy of the TOR will not be appropriate.*

*(b) Work Plan:*

*The Consultant shall propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan shall be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.*

*A list of the final documents, including reports, drawings, and tables to be delivered as final output, shall be included here. The work plan shall be consistent with the Work Schedule of Form TECH-8.*

*(c) Organization and Staffing:*

*The Consultant shall propose the structure and composition of its team. The Consultant shall list the main disciplines of the assignment, the Key Experts and Non-Key Experts, and proposed technical and administrative support staff. The Consultant shall also specify if it will be the lead firm in a JV or in an association with Subconsultants. In the case of a JV, a copy of the JV Agreement or a formal letter of intent to form a JV must be included in the Technical Proposal, as specified in Form TECH-1.]*





## **Form TECH-6: Curriculum Vitae (CV) for Proposed Key Experts**

[ *The Consultant shall prepare the CV of each Key Expert it proposes, using the format below (about 5 pages for each Key Expert).*]

### **1. General**

<b>Position Title and No.</b>	[e.g., K-1, TEAM LEADER] [ <i>Note: only one candidate shall be nominated to each position.</i> ]
<b>Name of Key Expert</b>	[ <i>Insert full name</i> ]
<b>Name of the Firm proposing the Key Expert</b>	
<b>Date of Birth</b>	[ <i>day/month/year</i> ]
<b>Nationality</b>	
<b>Country of Citizenship/Residence</b>	

### **2. Education**

[*list college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained*]

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### **3. 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.*]

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

*\*Contact information for references is required only for assignments during the last 3 years.*

### **4. Membership in Professional Associations and Publications:**

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### **5. Language Skills (indicate only languages in which you can work):**

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**6. Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b> [list major deliverables/tasks as in TECH- 5 in which the Expert will be involved]	
<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>	
<b>[insert Name of Project No. 1]</b>	
Country	:
Period	:
Client	:
Funding Source	:
Type of Service	:
Position	:
Description of work/ Assignment	:
<b>[insert Name of Project No. 2]</b>	
Country	:
Period	:
Client	:
Funding Source	:
Type of Service	:
Position	:
Description of work/ Assignment	:
<b>[insert Name of Project No. 3]</b>	
Country	:
Period	:
Client	:

Funding Source	:	
Type of Service	:	
Position	:	
Description of work/ Assignment	:	
<b>[insert Name of Project No. ____]</b>		
Country	:	
Period	:	
Client	:	
Funding Source	:	
Type of Service	:	
Position	:	
Description of work/ Assignment	:	
<b>[insert Name of Project No. ____]</b>		
Country	:	
Period	:	
Client	:	
Funding Source	:	
Type of Service	:	
Position	:	
Description of work/ Assignment	:	

**7. Certification:**

I, the undersigned, certify to the best of my knowledge and belief that:

- (a) this CV correctly describes my qualifications and my experience;
- (b) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Expert Schedule in Form TECH-7 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;
- (c) I am committed to undertake the assignment within the validity of Proposal;
- (d) I am not part of the team who wrote the terms of reference for this consulting services assignment;

- (e) I am, pursuant to Clauses 3 and 4 of the Instructions to Consultants, eligible for engagement.

I understand that any misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of Key Expert or authorized representative of the firm]<sup>1</sup> Day/Month/Year

Full name of authorized representative: \_\_\_\_\_

Notes for the Consultants

1. This CV can be signed by an authorized representative of the Consultant. If the Consultant's proposal is ranked first, a copy of the CV signed by the Key Expert must be submitted to the Client prior to the commencement of contract negotiations.

### Form TECH-7: Expert Schedule<sup>1</sup>

No	Name of Expert / Position/ Category (International or Local)	Professional Expert input (in the form of a bar chart) <sup>2</sup>													Total man-month <sup>5</sup> input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home <sup>3</sup>	Field <sup>4</sup>	Total		
<b>Key Experts</b>																			
ex.	Mr. XYZ Project Manager (International)	[Home]															/	/	
		[Field]															/	/	
1																	/	/	
2																	/	/	
																	/	/	
n																	/	/	
													<b>Subtotal</b>						
<b>Non-Key Experts</b>																			
1		[Home]															/	/	
		[Field]															/	/	
2																	/	/	
n																	/	/	
													<b>Subtotal</b>						
													<b>Total</b>						

Continuous input  
 Intermittent input

Notes for the Consultant

1. The input shall be indicated:
  - (a) In case of Key Experts, individually (by name) for each position;
  - (b) In case of Non-Key Experts, either individually (by name) or, if appropriate by category (e.g. economists, financial analysts, etc.).
2. Months are counted from the start of the assignment. For each Expert, the input for home and field work shall be indicated separately.
3. Home work means:
  - (a) in case of an International Expert, work carried out in his/ her country of residence.
  - (b) in case of a Local Expert, work carried at his/her normal place of work.
4. Field work means:
  - (a) in case of an International Expert, work carried out in a country other than his/ her country of residence.
  - (b) in case of a Local Expert, work carried at a place other than his/ her normal place of work.
5. If a time-based contract form is included in the RFP, Working Days and Hours shall be as set forth in Clause 4.6 of the Conditions of Contract.

**Form TECH-8: Work Schedule**

N°	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

Notes for the Consultants

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.



## Form TECH-9 (Form ACK): Acknowledgement of Compliance with the Guidelines for Employment of Consultants

### Notes for the Client

The Form ACK should be finalized by using the latest version of Form ACK, uploaded in the JICA webpage;

[https://www.jica.go.jp/english/our\\_work/types\\_of\\_assistance/oda\\_loans/oda\\_op\\_info/guide/index.html](https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/index.html)

The “the date of issuance of the Request for Proposals” under B) and B’) below shall be both revised to:

- (b) to "appointment", if a consultant is selected through the Single-Source Selection method; or
- (c) “commencement of the actual selection process”, if the Borrower adopt a method other than QCBS, QBS, or Single Source Selection.

The contact/ mailing address of JICA office in the project country shall be stated in E) (2). Such address can be found in the webpage, URL of which has been given in E) (1). If there is no JICA office available in the country, E) (2), shall be deleted in its entirety.

A) I, [*insert name and position of authorized signatory*] being duly authorized by [*insert name of Consultant/members of joint venture*](“JV”) (hereinafter referred to as the “Consultant”) to execute this Acknowledgement of Compliance with Guidelines for Employment of Consultants under Japanese ODA Loans, hereby certify on behalf of the Consultant and myself that:

- (i) all information provided in the Technical and Financial Proposals (collectively “Proposals”) submitted by the Consultant and its subconsultant for [*insert name of the Project, and name, number and identification of assignment as stated in DS 2.1*] (hereinafter called “the Project”) is true, correct and accurate to the best of the Consultant’s and my knowledge and belief; and
- (ii) the Consultant or any of its subconsultants has not, directly or indirectly, taken any action which is or constitutes a corrupt or fraudulent practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines and the Request for Proposals.

*<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>*

B) I certify that the Consultant has NOT been debarred by the World Bank Group for more than one year since the date of issuance of the Request for Proposals.

*<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B’).>*

B’) I certify that the Consultant has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of the Request for Proposals at least three

(3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

- C) I certify that the Consultant will not enter into a subcontract with a firm or an individual which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.
- D) I certify, on behalf of the Consultant and its subconsultants, that if selected to undertake services in connection with the Contract, the Consultant and its subconsultants shall carry out such services in continuing compliance with the terms and conditions of the Contract.
- E) I further certify, on behalf of the Consultant and its subconsultants, that if the Consultant or any of its subconsultants is requested, directly or indirectly, to engage in any corrupt or fraudulent act or practice under any applicable law, such as the payment of a rebate, at any time or any stage of a process of consultant selection such as negotiations, execution or implementation of contract (including amendment thereof), the Consultant shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA’s information desk on fraud and corruption (A report can be made to either of the offices identified below.)

(1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://forms.office.com/r/7n9Z2c4fAR>

Tel: +81 (0)3 5226 8850

(2) JICA XX office

Tel:

The Consultant acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Consultant’s responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Consultant. The Consultant further acknowledges and agrees that JICA is not involved in or responsible for the selection process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Consultant will accept, comply with, and not object to any remedies taken by the Client and any sanctions imposed by or actions taken by JICA.

\_\_\_\_\_  
**Authorized Signatory**

*[insert name of signatory; title]*

**For and on behalf of the Consultant**

*[insert name of the Consultant]*

Date: *[insert Date]*



## Section IV. Financial Proposal Forms

### Notes for the Client

This Section includes the financial proposal forms that are to be completed by the shortlisted Consultants and submitted as part of their proposals.

Financial Proposal Forms shall be completed in accordance with ITC 11.1. Table B of Form FIN-3 shall be used only when the QBS method is adopted as specified in ITC 15.7, and FIN-5 shall be used only when price adjustments are allowed in the Contract as described in ITC 11.1(b)(v). The Client shall fill in all relevant details in FIN-5 in accordance with the guidance and instructions provided therein. This Section IV includes also an Appendix providing instructions on how to fill out each specific Form.

The “Boxed” notes indicated as “*Notes for the Client*” in FIN-3 and FIN-5 are not part of the actual RFP, but contain guidelines and instructions for the Client and they shall be deleted from the actual RFP issued to the Consultants. All other forms can be used without any modifications to their contents or formats.

Italicised notes containing guidance and instruction are given solely for the Consultant as to which data to be filled in in the respective form and they shall not be filled in or modified by the Client. The “*Notes for the Consultants*” contained in this Section IV shall be included in the actual RFP to be issued to the Consultants.



# Section IV. Financial Proposal Forms

## Table of Financial Proposal Forms

	FPF
Form FIN-1: Financial Proposal Submission Form.....	2
Form FIN-2: Summary of Costs .....	3
Form FIN-3: Remuneration .....	4
Form FIN-4: Reimbursable Expenses.....	7
Form FIN-5: Table of Adjustment Data.....	8
Appendix: Instructions for Preparing Financial Proposal Forms .....	12

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## Form FIN-1: Financial Proposal Submission Form

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Date : [insert date of Proposal submission]  
 LOI No. : [insert Letter of Invitation number]  
 Project : [insert name of Project]  
 Assignment : [insert name of Assignment]

To: [insert full Name and mailing address of Client]

Dear Sir/ Madam:

We, the undersigned, offer to provide the consulting services for [insert name of assignment] in accordance with your Request for Proposals dated [insert Date of LOI] and our Proposal.

We are hereby submitting our Financial Proposal for the sum of [insert amount(s) in words and figures<sup>1</sup>].

We hereby declare that:

- (a) Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Section II, Data Sheet 7.1.
- (b) We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature : [insert signature of the person duly authorised to sign the Proposal, in full and initials]  
 Name and Title of Signatory : [insert full name and title of the person above]  
 Name of Consultant : [inset name of firm or JV, as appropriate]  
 In the capacity of : [insert position of the person signing above]

Contact information : [insert mailing address]  
 [insert tel. no. with country and city codes]  
 [insert fax no. with country and city codes]  
 [insert email address]

### Notes for the Consultants

1. Amounts must coincide with the ones indicated under Total in Form FIN-2. This amount is inclusive of the local indirect taxes.



## Form FIN-2: Summary of Costs

Competitive Components:	JPY	AAA <sup>1</sup>	BBB <sup>2</sup>
-------------------------	-----	------------------	------------------

<i>Remuneration</i>			
---------------------	--	--	--

<i>Reimbursable Expenses</i>			
------------------------------	--	--	--

<b><i>Sub-Total</i></b> <sup>3</sup>			
--------------------------------------	--	--	--

**Non-Competitive Components:**

<i>Specified Provisional Sum</i> <sup>4</sup>			
---	--	--	--

<i>Provisional Sum for Contingency Allowance</i> <sup>4</sup>			
---	--	--	--

<i>Local Indirect Taxes Estimates</i> <sup>5</sup>			
--	--	--	--

- "Pay & Reimburse" Exemptions			
--------------------------------	--	--	--

- Paid by Client on behalf of Consultant			
--	--	--	--

- Payable by the Consultant			
-----------------------------	--	--	--

<b><i>Sub-Total</i></b>			
-------------------------	--	--	--

<b><i>Total</i></b>			
---------------------	--	--	--

### Notes for the Consultants

1. The Consultant shall indicate other international trading currency(ies), if any.
2. The Consultant shall indicate the local currency.
3. The Consultant shall indicate the aggregate costs, which shall be exclusive of any items included in the Non-Competitive Components as indicated in the form, in each currency for remuneration and reimbursable expenses. Such aggregate costs must coincide with the sum of the relevant sub-totals indicated in Form FIN-3 and Form FIN-4 provided in the Financial Proposal.
4. Specified Provisional Sum and Provisional Sum for Contingency Allowance shall be indicated, in accordance with DS 11.1(b)(ii). Provisional Sum for Contingency Allowance shall be, either the exact amount in the applicable currency(ies), or the amount equivalent to the relevant percentage of the summation of the Sub-Total of the Competitive Component and the Specified Provisional Sum in currency(ies) in which the above summation is expressed.
5. The estimated amount of the local indirect taxes shall be inserted as follows:
  - (a) Taxes to be excepted as "Pay & Reimburse" exemptions, under ITC 11.2(c)(ii).
  - (b) Taxes to be Paid by Client on behalf of Consultant, under ITC 11.2(c)(iii).
  - (c) Taxes payable by the Consultant, under ITC 11.2(c)(iv).

## Form FIN-3: Remuneration

Table A. Summary – Remuneration

**Notes for the Client**

This Table A shall be used regardless of the selection method adopted as specified in ITC 15.7.

***Key Experts***

Name of Expert Position International/Local	Employment Status <sup>1</sup>	Home Office Rate Currency (per month)	Months	Field Rate (per month)	Months	Sub- Total
XXX <i>Civil Engineer</i> <i>(International)</i>						
YYY <i>Community Development Specialist</i> <i>(International)</i>						
ZZZ <i>Irrigation Specialist</i> <i>(International)</i>						

***Non-Key Experts***

Name of Expert Position International/Local	Employment Status <sup>1</sup>	Home Office Rate Currency (per month)	Months	Field Rate (per month)	Months	Sub- Total
AAA <i>Irrigation Specialist</i> <i>(Local)</i>						

Notes for the Consultants

- 
1. Full-time (FT) – employee of the lead firm or a joint venture member or a Subconsultant firm; Other Source (OS) – an Expert provided by another source that is not a JV member or a Subconsultant firm; Independent Expert (IP) – independent, self-employed Expert.

Table B. Breakdown – Remuneration

**Notes for the Client**

This Table B shall be used only when the QBS method is adopted as specified in ITC 15.7; Otherwise it shall be deleted in its entirety.

EXPERT				(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
Position Full Name	Firm <sup>1</sup>	Type <sup>2</sup>	Employment Status <sup>3</sup>	Basic Monthly Salary	Social Charges	Overhead	Sub-Total	Fee	Home Office Rate	Others <sup>5</sup>	Field Rate	Multiplier	Support Documents
				Currency <sup>4</sup>	Amount	Amount	Amount	Amount	/Month	Amount	/Month		
				% of (a)	% of (a)	% of (a)	(a)+(b)+(c)	% of (d)	(d)+(e)	% of (a)	(f) + (g)	(f) / (a)	

INITIALS	FIRM NAME

CERTIFIED AS CORRECT

Name : \_\_\_\_\_  
 Position in Firm : \_\_\_\_\_  
 Date : \_\_\_\_\_

Notes for the Consultants

1. Initials of firm, JV member or Subconsultant firm (Indicate in the box, the firm represented by initials);
2. K=Key Expert, NK=Non-Key Expert
3. FT - Employee of the lead firm or a JV member firm or a Subconsultant firm.  
 OS - Expert provided by another source (which is not the Consultant, or lead firm or member firm of a JV or Subconsultant firm)  
 IP - Independent/ self-employed Expert
4. Currency of the country of the firm.
5. If applicable, provide explanations.

## Form FIN-4: Reimbursable Expenses

### Notes for the Client

The Client shall, indicate “*Not Applicable*” in columns “Type”, if the amount of Reimbursable Expenses is not adjustable under lump-sum contract in accordance with SCC 6.2(b) of Section IX. (Option B: Lump-Sum Contract).

<i>Expenses – Foreign<sup>1</sup></i>	<b>Unit<sup>2</sup></b>	<b>Currency<sup>3</sup></b>	<b>Unit Cost<sup>4</sup></b>	<b>Qty<sup>5</sup></b>	<b>Cost<sup>6</sup></b>	<b>Type<sup>7</sup></b>
---------------------------------------	-------------------------	-----------------------------	------------------------------	------------------------	-------------------------	-------------------------

*Per Diem*

*International Air Travel*

*Communications*

*Report Preparation*

*Production*

Etc.<sup>8</sup>

<i>Expenses – Local<sup>1</sup></i>	<b>Unit<sup>2</sup></b>	<b>Currency<sup>3</sup></b>	<b>Unit Cost<sup>4</sup></b>	<b>Qty<sup>5</sup></b>	<b>Cost<sup>6</sup></b>	<b>Type<sup>7</sup></b>
-------------------------------------	-------------------------	-----------------------------	------------------------------	------------------------	-------------------------	-------------------------

*Per Diem*

*National Air Travel*

*Office Operations*

*Office Supplies*

*Supporting Staff*

Etc.<sup>8</sup>

### Notes for the Consultants

1. The Consultant shall complete this form with the details of items of reimbursable expenses, in accordance with DS11.1(a)(ii).
2. The Consultant shall indicate the unit of expense (month, day, times, lump sum, etc.) under this column.
3. The Consultant shall indicate the currency of expense (USD, JPY, etc.) under this column.
4. The Consultant shall input the cost per unit of expense (cost per month, cost per day, cost for one time etc.) under this column.
5. The Consultant shall indicate the quantity (number of months, number of days, number of times, etc.) under this column.
6. The Consultant shall indicate the total cost of expense (i.e.: Cost per Unit x Quantity) under this column.
7. The Consultant shall indicate the Type of expense [this shall be either “URR” (Unit Rate Reimbursement), ACR (Actual Cost Reimbursement). Refer to Item 6 of the Appendix to the Financial Proposals for Instructions for Preparing Financial Proposal Forms.
8. The Consultant shall not include here any items of expenses indicated in the RFP as Specified Provisional Sums.

## Form FIN-5: Table of Adjustment Data

Table A. Local Currency

**Notes for the Client**

The Client shall, indicate the necessary information under Remuneration, in columns (iii), and provide fixed values in ‘a’ and ‘b’ in column (v) so that  $a + b = 1.00$ . (usually ‘a’ is between 0 to 0.1).

Column (iv) shall be left blank in the RFP, but shall be filled in with the relevant Base Values, prior to contract signing, as stated in note 3 below.

(i)	(ii)		(iii)	(iv)	(v)
Payment Component	Index description		Source of index	Base value <sup>3</sup>	Coefficient <sup>4</sup>
<b>Remuneration</b>	Nonadjustable		N/A	N/A	a: _____
	Remuneration - Local		[insert Source of index]	[insert Base Value]	b: _____
	<b>Total</b>				<b>1.00</b>
<b>Reimbursable Expense</b>	[Reimbursable Expenses - Local] <sup>1</sup>	[Unit]	[insert Source of index] <sup>2</sup>	[insert Base Value]	a: 0 b: 1
					a: 0 b: 1
					a: 0 b: 1
					a: 0 b: 1
					a: 0 b: 1

Notes for the Consultants

1. The Consultant shall, in column (ii), under Reimbursable Expenses, insert the Unit Rate Reimbursement (URR) expenses as indicated in FIN-4 together with the Unit of such expenses. Refer to Item 6 of the Appendix to the Financial Proposals for Instructions for Preparing Financial Proposal Forms.
2. The Consultant shall indicate the Source of Index for Reimbursable Expenses in column (iii).
3. The Base values (values as of the Base Date defined in GCC Clause 1) for Remuneration in column (iv) will be provided by the Client prior to contract signing, and the Base values for

Reimbursable Expenses may be left blank by the Consultant if they are not available prior to submission of the Proposal, due to absence of the relevant publication. However, the Consultant shall provide such Base Values prior to Contract signing.

4. The value of the fixed coefficient of the non-adjustable portion of each Reimbursable Expense, represented by 'a' in table shall be equal to zero (0), whereas the value of the fixed coefficient of the adjustable portion of each Reimbursable Expense, represented by 'b' in table shall be equal to one (1), as already indicated in the table.

Table B. Foreign Currency<sup>1</sup>

**Notes for the Client**

The Client shall under Remuneration, provide fixed values in ‘a’ and ‘b’ in column (v) so that  $a + b = 1.00$  (usually ‘a’ is between 0 to 0.1).

Currency<sup>2</sup>: \_\_\_\_\_

(i)	(ii)		(iii)	(iv)	(v)
Payment Component	Index description <sup>3</sup>		Source of index <sup>4</sup>	Base value <sup>5</sup>	Coefficient <sup>6</sup>
<b>Remuneration</b>	Nonadjustable		N/A	N/A	a: _____
	Remuneration – Foreign		[insert Source of index]	[insert Base Value]	b: _____
	<b>Total</b>				<b>1.00</b>
<b>Reimbursable Expense</b>	[Reimbursable Expenses - Foreign]	[Unit]	[insert Source of index]	[insert Base Value]	a: 0 b: 1
					a: 0 b: 1
					a: 0 b: 1
					a: 0 b: 1
					a: 0 b: 1

Notes for the Consultants

1. If so provided in DS 11.3, the Consultant may quote in more than one foreign currency and, then this table shall be repeated for each of those foreign currencies.
2. The Consultant shall indicate at the top of the table, the foreign payment currency.
3. The Consultant shall, in column (ii), under Reimbursable Expenses, insert the Unit Cost Reimbursable Expenses (URR) applicable to the assignment together with the Unit of such expenses.
4. The Consultant shall indicate the source of each index in column (iii).
5. The Consultant shall provide the Base Values (values as of the Base Date defined in GCC Clause 1) in column (iv). If they are not available prior to submission of the Proposal, due to absence of the relevant publication, they may be left blank in the proposal but shall be provided prior to Contract signing.



6. The value of the fixed coefficient of the non-adjustable portion of each Reimbursable Expense, represented by 'a' in table shall be equal to zero (0), whereas the value of the fixed coefficient of the adjustable portion of each Reimbursable Expense, represented by 'b' in table shall be equal to one (1), as already indicated in the table.

## **Appendix: Instructions for Preparing Financial Proposal Forms**

### **Notes for the Client**

With reference to the description of Table B: Breakdown of Remuneration of FIN-3 in Item 5 below, it shall only be provided when the QBS method is adopted as specified in ITC 15.7. When the QCBS method is adopted, it shall be deleted in its entirety.

1. Forms FIN-1 to FIN-5 must be completed and submitted to the Client in hard and soft copies, if required, strictly in accordance with the instructions.
2. It is the Consultant's responsibility to ensure the correct Financial Proposal format is used for the selection method indicated in Section I, Instructions to Consultants.
3. **Form FIN-1** Financial Proposal Submission Form shall be filled in according to the instructions provided in the Form.
4. **Form FIN-2** Form FIN-2: Summary of Costs provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.

### 5. **Form FIN-3**

#### **Table A: Summary of Remuneration**

- (a) The purpose of **Table A of Form FIN-3** is to identify the monthly billing rates for each Key Expert and Non-Key Expert to be fielded by the Consultant as part of its proposed team of Experts. It shall be noted that, for purposes of computation of remuneration payable to Experts, the following shall apply:
  - (i) payments for periods of less than one month shall be calculated on:
    - a. an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to  $1/X^{\text{th}}$  of a month, where  $X = \text{number of working hours per day} \times \text{number of working days per month}$ , usually 176 (i.e.  $8 \times 22$ )); and
    - b. on a calendar-day basis for time spent away from home office (one day being equivalent to  $1/30^{\text{th}}$  of a month).
  - (ii) in case of an International Expert working away from the Consultant's home office, times spent for international travel between the Client's country and his/her country of residence shall be calculated as working days and it shall be added to his working period.
- (b) The following details shall be shown for each Expert:
  - (i) Expert's name
  - (ii) Type of Expert (whether Key Expert or Non-Key Expert)
  - (iii) Category (whether International Expert or Local Expert)
  - (iv) Employment status [refer to Form FIN-3, footnote 1 of Section IV].
    - a. Full-Time (FT) : Employee of the lead firm or a JV member firm or a Subconsultant firm.

- b. Other source (OS) : Expert provided by another source which is not the Consultant or lead firm or a member firm of a JV, or a Subconsultant firm.
  - c. Independent Expert (IP) : Independent/ Self-employed Expert.
  - (v) Nominated position: same as that shown on Expert Schedule (Form TECH-7 of Section III).
  - (vi) Currency: currency or currencies in which payments are to be made to the Experts.
  - (vii) Home office rate: remuneration rate which applies when an international expert works in his/her country of residence or a local expert works in his/her usual place of work.
  - (viii) Field rate: remuneration rate which applies when an international expert works in a country other than his/her country of residence or a local expert works in a place other than his/her usual place of work.
  - (ix) Months: number of months input to match that shown on the Expert Schedule (Form TECH-7 of Section III).
- (c) **When QCBS** is used, support documents relating to remuneration are generally not required.

**Table B: Breakdown of Remuneration (only for QBS)**

The purpose of Table B of Form FIN-3 is to provide details showing how the remuneration rate was determined. These details include basic salary, social charges, overhead fee and other special loadings to the basic salary that may be applicable, and these shall be shown in the completed Table B.

The following provides guidance as to the meaning of these terms.

- (a) **The Basic Monthly Salary** is the actual base salary payable on a regular basis by the Consultant, lead firm or a member firm of a JV or a Subconsultant firm to its regular full-time employee based on the employee's contract of employment with the firm. This is before any supplemental payments or any deductions are made to or from the salary. During contract negotiations, the Consultant will be required to provide contracts of employment or other relevant documents to be regarded as equivalent to the said documents to support salaries the Consultant shows in the Financial Proposal.
- (b) **Social Charges** represent costs to the Consultant of specific employee benefits such as paid vacation, contributions to pension funds, insurance and similar costs directly attributable to the employee. These costs shall be distinguished from the generalized overhead costs of the firm.
- (c) **The Overhead Cost** represents the Consultant's normal overhead expense at the home office that is attributable to its consulting activity. The Consultant and lead firm or member firms of a JV or Subconsultant firms shall each show one overall average percentage figure to be applied for all of their own experts who are regular full-time employees. In the case of independent individual Experts contracted from outside the Consultant's own regular full-time employees, a suitably reduced overhead may be shown as a percentage of their contracted cost.

- (d) **The Fee** or profit to be earned by the Consultant is computed as a percentage of the summation of the basic monthly salary, the social charges and the overhead cost.
- (e) **Other Allowances** provide for inclusion of any other payment the Consultant is obligated in accordance with the Consultant's employment policies, to add to the Expert's home office basic monthly salary when the Expert is working outside its home country. For such cases during contract negotiations the Consultant must provide a copy of the Expert's employment conditions showing the Consultant's obligation to make this payment. When this allowance is accepted by the Client, it is computed at a percentage of the Expert's basic salary and is not subject to social charges, overhead cost or fee additions. The maximum allowance the Client will accept is limited to 20 percent of the Expert's basic salary.
- (f) **The Multiplier** shows the ratio between the home office rate per month and the basic monthly salary. These multipliers are subject to negotiation.
- (g) **Support Documentation** in the form of contract of employment or other relevant documents to be regarded as equivalent to the said documents to support basic salaries shown by the Consultant in the Financial Proposal and a copy of the latest set of annual statement of income and expense of the Consultant or lead firm or member firms of a JV or Subconsultant firms will be required for review by the Client during contract negotiations. Annual statement shall be a copy certified by an independent auditor.

#### 6. **Form FIN-4** Reimbursable Expenses

The purpose of Form FIN-4 is to identify all reimbursable expenses considered by the Consultant necessary to carry out the assignment.

- (a) Reimbursable expenses may be used in both Time-Based and Lump-sum contracts.
- (b) If any Provisional Sum is allowed for any reimbursable expense(s) in any part of the Financial Proposal, such expense shall not be included as or under any item in this form.
- (c) Each reimbursable expense shall be included either in the "Foreign" portion or in the "Local" portion based on in which currency type (i.e. foreign or local) such expense is intended to be incurred by the Consultant.
- (d) In accordance with Clause 6.2 of General Conditions of Contract, there are two categories of reimbursable expenses, which can be used by the Consultants on the basis of their intended method of reimbursement. In case of lump-sum contract, the reimbursable expenses are not adjustable unless otherwise agreed to be paid based on the actual costs or unit rates of reimbursable expenses in SCC 6.2 (b) of Section IX. (Option B: Lump-Sum Contract). They are:
  - (i) Unit Rate Reimbursement ("URR") which means the expenses which are reimbursed by the Client based on the Contract unit rates as adjusted in accordance with the Contract, upon incurring of such expense by the Consultant or elapse of the relevant period or interval as indicated in the Contract (such as months). For such reimbursements, submission of evidence of expenses incurred (such as receipt, delivery records, tickets) is not required and the rates and/or prices are subject to adjustment during the performance of the Contract.

- (ii) Actual Cost Reimbursement" ("ACR") which means the expenses which are reimbursed by the Client based on the actual cost incurred by the Consultant upon incurring of such expense. For such reimbursements, submission of evidence of expenses incurred (such as receipts, delivery records, tickets) is required, and the rates and/or prices are not subject to adjustment during the performance of the Contract.
- (e) Per Diems: the daily rate (i.e., one rate for all locations) which shall be calculated as the weighted average (cost per day), on the basis of 30 days per calendar month, considering the cost of accommodation, meals and all other similar expenses, reasonably incurred by:
  - (i) an International Expert, when he/she works in a country other than his/ her country of residence .
  - (ii) a Local Expert, when he/she works at an any place other than his/ her normal place of work.
- (f) International Travel: International travel costs will show the airfares needed by International Experts to travel from their home office, or regular place of work, to the field, by the most appropriate and the most direct practicable route. Air travel cost shall be estimated by business class for senior experts (normally more than 18 years of working experiences) except for short-distance (less than 8 hours) flights and economy class for other experts.

For International Experts spending twenty-four (24) consecutive months or more in the Client's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Client's country. International Experts will be entitled to such extra round trip only if upon their return to the Client's country. International Experts are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.

Air transport for dependents: the cost of transportation to and from the Client's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the International Experts assigned to resident duty in the Client's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Client's country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the International Experts will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.

The number of round trips, the cost for each trip and destinations shall be shown under "air travel".

- (g) Miscellaneous Travel Expenses: a separate item "Miscellaneous Travel Expenses" shall be shown to cover a lump sum allowance per round trip for processing necessary travel documents (passport, visas, travel permits), airport taxes, transport to and from airports, inoculations, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight for each International Expert and each eligible dependent, etc.

7. **Form FIN-5** Table of Adjustment Data

When price adjustments are allowed in the Contract as described in ITC 11.1(b), the Consultant shall fill in all necessary information following the relevant guidance and instructions given in the form itself. For Reimbursable Expense, the information of the expenses specified as URR in Form FIN-4 shall be filled.

8. **Provisional Sum**

The following shall be noted with respect to the Provisional Sums:

(a) A Provisional Sum is an amount of money allocated in the contract to allow for the cost of any future service or expense, which may be needed during the course of the assignment. The inclusion of such Provisional Sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Provisional Sums may be allocated or designated under one or both of the following categories, as appropriate.

(i) Specified Provisional Sum.

In case of the Specified Provisional Sum, the estimated cost of any such service or expense shall be designated usually as a sum, in the summary of the total cost, with a brief description of such service or expense, as the case may be.

(ii) Provisional Sum for Contingency Allowance.

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

(b) Provisional Sums included and so designated in these Financial Proposal Forms under 'Specified Provisional Sums' and/or the 'Provisional Sum for Contingency Allowance' shall be expanded in whole or in part at the sole discretion of the Client in accordance with Clause 2.6.4 of the Conditions of Contract.

## **Section V. Eligible Source Countries of Japanese ODA Loans**

### **Notes for the Client**

This Section contains information and provisions as to the Eligible Source Countries applicable for the Consultants, as included in the Loan Agreement with JICA.

The Client shall insert below, all relevant information and provisions cited from the Loan Agreement with JICA. If any additional documents are required to be submitted by the Consultant as evidence of compliance of the provisions above, such additional documents shall also be listed in Section II, Data Sheet, under ITC 10.1(d).





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## **PART 2 - TERMS OF REFERENCE**



## Section VI. Terms of Reference

### Notes for the Client

This Section describes the objectives, scope of services, activities and tasks to be performed and their timing, the relevant background information, respective responsibilities of the Client and the Consultant, the required experience and qualifications of the Key Experts, the expected results and deliverables of the assignment including any reporting and submission requirements.

This Section shall not be used to modify or delete any provision in Section I and II above.

Any assistance which could be provided by the Client for the assignment such as staff, office space, furniture and equipment are also included in this section.

The Terms of Reference typically consists of the following chapters:

- Chapter 1. Background.
- Chapter 2. Objectives of Consulting Services.
- Chapter 3. Scope of Consulting Services.
- Chapter 4. Expected Time Schedule.
- Chapter 5. Staffing (Expertise Required).
- Chapter 6. Reporting.
- Chapter 7. Obligations of Executing Agency.

The Terms of Reference prepared by the Client and agreed with JICA shall be inserted hereunder.



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**PART 3 – CONDITIONS OF CONTRACT  
AND CONTRACT FORMS**



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## **Option A: Time-Based Contract**





## **Option A: Time-Based Contract**

### **Notes for the Client**

This Contract for Consulting Services consists of four parts:

- (a) the Form of Contract to be signed by the Client and the Consultant (Section VII of this SRFP),
- (b) the General Conditions of Contract (GCC) (Section VIII of this SRFP),
- (c) the Special Conditions of Contract (SCC) (Section IX of this SRFP), and
- (d) the Appendices (Section X of this SRFP).

The time-based contract is generally recommended for any assignment of Consultancy Services. In particular, (i) when the scope of the Services cannot be established with sufficient precision, or (ii) when the duration and quantity of Services depends on variables that are beyond the control of the Consultant, the time-based contract is advisable.

Moreover, this type of Contract is appropriate for consulting services which includes construction supervision. In the time-based contract, the Consultant provides Services on a timed basis, and the cost of such Services is based on:

- (a) the agreed unit rates for the Consultant's staff multiplied by the actual time spent by the staff in executing the assignment, and
- (b) reimbursable expenses using either the actual expenses incurred and/or the agreed unit prices.

This type of Contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.

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## **Section VII. Form of Contract**

### **Notes for the Client**

This Section contains the Form of Contract which shall be executed between the Client and the successful Consultant after award of the Contract.

The Form of contract shall be kept untouched during the proposal stage and it shall only be completed prior to signing of the Contract, when the Consultant is selected, and all relevant details are known.



## Form of Contract

### TIME-BASED

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Client] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[*Note: If the Consultant consists of more than one entity all of which are liable under the contract, the above shall be partially amended to read as follows: ...*(hereinafter called the “Client”) and, on the other hand, a Joint Venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter collectively called the “Consultant”).]

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) by an Agreement dated [day, month, year] (hereinafter called the “Loan Agreement”) between the [name of Borrower] (hereinafter called the “Borrower”) and the Japan International Cooperation Agency (hereinafter called “JICA”), JICA has agreed to make a loan to the Borrower for the purpose of financing [name of the Project] (hereinafter called the “Project”);

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (i) This Form of Contract;
  - (ii) Minutes of Contract Negotiation;
  - (iii) The Special Conditions of Contract (SCC);
  - (iv) The General Conditions of Contract (GCC);
  - (v) The following Appendices:
    - Appendix A : Description of Services
    - Appendix B : Expert Schedule
    - Appendix C : Summary of Cost Breakdown
    - Appendix D : Remuneration Cost Breakdown
    - Appendix E : Reimbursable Cost Breakdown

- Appendix F : Table of Adjustment Data  
Appendix G : Form of Advance Payment Security  
Appendix H : Acknowledgment of Compliance with Guidelines for the  
Employment of Consultants under Japanese ODA Loans  
Appendix I : Eligible Source Countries of Japanese ODA Loans

In the event of any ambiguity or conflict between the documents listed above, the order of precedence shall be the order in which the documents are listed in this Clause 1.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [*name of Client*]

\_\_\_\_\_  
[*Authorized Representative of the Client – name, title and signature*]

For and on behalf of [*name of Consultant or Name of a Joint Venture*]

\_\_\_\_\_  
[*Authorized Representative of the Consultant – name and signature*]

[*For a JV, only the lead member shall sign, in which case the Power of Attorney to sign on behalf of all members shall be attached.*]

For and on behalf of each of the members of the Consultant [*insert the name of the JV*]

[*Name of the lead member*]

\_\_\_\_\_  
[*Authorized Representative on behalf of a JV*]

## **Section VIII. General Conditions of Contract**

### **Notes for the Client**

This Section contains the General Conditions of Contract (Standard GCC) which are required to be used in the Request for Proposals for the Time-Based Contract of assignments financed by JICA, and they shall be used without any modification.

A copy of the Standard GCC shall be attached to the Request for Proposals/ Contract prepared by the Client. If the General Conditions of Contract in the Request for Proposals/ Contract prepared by the Client contain modifications from the Standard GCC, JICA will not consider them valid and require the Client to modify the Request for Proposals/ Contract so that the Standard GCC, as defined above, shall apply.





# General Conditions of Contract

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## 1. GENERAL PROVISIONS

### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Guidelines” means the Guidelines for the Employment of Consultants under Japanese ODA Loans, **specified in the Special Conditions of Contract (SCC)**.
- (b) “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 SCC**, as they may be issued and in force from time to time.
- (c) “Base Date” means the date 28 days prior to the latest date for submission of the Financial Proposal.
- (d) “Borrower” means the Government, Government agency or other entity that signs the Loan Agreement with JICA.
- (e) “Client” means the entity, named as Client **in the SCC**.
- (f) “Consultant” means the firm or a JV, named as Consultant **in the SCC**.
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in paragraph 1 of the Form of Contract (Minutes of Contract Negotiation, the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Contract Price” means the amount **stated in Clause SCC 6.1(a)**.
- (i) “day” means calendar day unless indicated otherwise.
- (j) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other professional personnel of the Consultant or Subconsultant assigned by the Consultant to perform the Services or any part thereof under the Contract.

- (l) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (m) “GCC” means these General Conditions of Contract.
- (n) “Government” means the Government of the Client’s country.
- (o) “JICA” means the Japan International Cooperation Agency.
- (p) “Joint Venture” or “JV” means any combination of two or more firms in the form of a joint venture, consortium, association or other unincorporated grouping. A Joint Venture may or may not have the legal personality distinct from its members.
- (q) “Key Expert(s)” means an individual professional assigned by the Consultant to perform the Services or any part thereof under the Contract, whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was/were evaluated during the selection process of the Consultant.
- (r) “Local Currency” means the currency of the Client’s country.
- (s) “Non-Key Expert(s)” means an individual professional assigned by the Consultant or its Subconsultant to perform the Services or any part thereof under the Contract, whose Curricula Vitae (CV) was/ were not evaluated individually, during the selection of the Consultant.
- (t) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (u) “Provisional Sum” means an amount of money allocated in the Contract to allow for the cost of any future service or expense, which may be needed during the course of the assignment. Provisional Sums may be allocated or designated under the Specified Provisional Sum and/or Provisional Sum for Contingency Allowance, as appropriate.
- (v) “Provisional Sum for Contingency Allowance” means the amount is allocated in the contract to cover future additional costs which may arise due to (i) increased quantity (such as a requirement for additional man-months or expenditures beyond the quantities already allocated in the Contract) and/or (ii) price adjustments (if provided under the Contract), and/or

(iii) any other event which entitles the Consultant to additional payment.

- (w) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (x) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A.
- (y) “Specified Provisional Sum” means the estimated cost of any such service or expense which shall be designated usually as a sum, in the summary of the total cost, with a brief description of such service or expense, as the case may be.
- (z) “Subconsultant(s)” means a firm or an individual to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (aa) “Third Party” means any person or entity other than the Client, the Consultant or a Subconsultant.

**1.2 Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Experts and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**1.4 Language**

This Contract shall be executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.5 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

**1.6 Communications**

1.6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 1.4. Any such communication shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address **specified in the SCC**.

1.6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address **specified in the SCC**.

**1.7 Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Client's country or elsewhere, as the Client may approve.

**1.8 Authority of Lead Member**

If the Consultant is a JV:

- (a) the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (b) the members shall hereby authorize the lead member **specified in the SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including, but not limited to, the receiving of instructions and payments from the Client.

**1.9 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the representatives **specified in the SCC**.

**1.10 Corrupt and Fraudulent Practices**

If the Client determines, based on reasonable evidence, that the Consultant has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client may, after giving 14 days' notice to the Consultant, terminate the Contract and expel the Consultant from the Project site, and the provisions of Clause GCC 2.9 shall apply as if such termination had been made under Clause GCC 2.9.1.

Should any Expert or Subconsultant of the Consultant be determined, based on reasonable evidence, to have engaged in corrupt or fraudulent practice during the execution of the work then that Expert or Subconsultant shall be immediately removed and replaced by a suitable Expert or Subconsultant in accordance with Clauses GCC 4.4 and 4.5.

The Consultant is required to comply with JICA's policy in regard to corrupt and fraudulent practices as declared in Appendix H.

**1.11 Monitoring by JICA**

Without assuming the responsibilities of the Client or the Consultant, JICA may monitor the Services as necessary in order to satisfy itself that it is being carried out in accordance with appropriate standards and is based on acceptable data. As appropriate, JICA may take part in discussions between the Client

and the Consultant. However, JICA shall not be liable in any way for the performance of the Services by reason of such monitoring or participation in discussions. Neither the Client nor the Consultant shall be released from any responsibility of this Contract by reason of JICA's monitoring or participation in discussion.

**1.12 Difference of Opinion**

In the case of a difference of opinion between the Client and the Consultant on any important matters involving professional judgment that might affect the proper evaluation or execution of the Project, the Client shall allow the Consultant to submit promptly to the Client a written report and, simultaneously, to submit a copy to JICA. The Client shall forward the report to JICA with its comments in time to allow JICA to study it and communicate with the Client before any irreversible steps are taken in the matter. In cases of urgency, the Consultant has the right to request the Client and/or JICA that the matter be discussed immediately between the Client and JICA.

**1.13 Eligibility of Consultant**

The Consultant shall meet the requirements as to eligibility of the Consultants as specified in Appendix I.

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract**

With respect to the effectiveness of the Contract, the following shall apply:

- (a) **Unless otherwise specified in the SCC**, this Contract shall come into force and effect on the date (the "Effective Date") when:
  - (i) this Contract has been signed by the Parties; and
  - (ii) this Contract has been reviewed and concurred by JICA.
- (b) Upon fulfillment of the conditions indicated above, the Client shall issue a written notice to the Consultant which confirms the Effective Date and instructs the Consultant to deliver an advance payment security and an invoice for advance payment to the Client.
- (c) The Consultant shall submit the required advance payment security and the invoice for the advance payment, pursuant to Clause GCC 6.5(a), within fourteen (14) days or within such other period **specified in the SCC** following the receipt of the notice specified in this Clause GCC 2.1.

**2.2 Termination of Contract for Failure to**

Unless a different period of time is **otherwise specified in the SCC**, if this Contract has not become effective within four (4) months after the date of the Contract signed by the Parties, the Consultant or the

- Become Effective** Client may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 Commencement of Services** With respect to the commencement of the Services, the following shall apply:
- (a) Subject to Clause GCC 6.5(a), the Consultant shall commence carrying out the Services not later than fourteen (14) days from the receipt of the advance payment.
  - (b) The Consultant shall confirm in writing the date of commencement of the Services and availability of Key Experts before starting to deliver the Services.
  - (c) In the absence of such confirmation, the Consultant is deemed to have commenced the services on the last day of the above period of fourteen (14) days.
- 2.4 Expiration of Contract** Unless terminated earlier pursuant to Clause GCC 2.9, this Contract shall expire at the end of such time period, **as specified in the SCC**, after the commencement of the Services specified in Clause GCC 2.3.
- 2.5 Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications**
- 2.6.1 Modifications or Variations**
- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
  - (b) In case of important modifications or variations, the prior written concurrence of JICA is required.
- 2.6.2 Extension** If the Consultant has been delayed or impeded in the performance of any of its obligations under this Contract by any of the reasons specified in paragraphs (a) through (f) of this Clause GCC 2.6.2, the contract term as set forth in Clause GCC 2.4 shall be extended by



such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Consultant, and an appropriate adjustment in the Contract Price (which includes remuneration and/or reimbursable expenses, as applicable) shall be made accordingly.

- (a) Any modifications or variations pursuant to Clause GCC 2.6.1;
- (b) Any occurrence of Force Majeure pursuant to Clause GCC 2.7;
- (c) Any suspension by the Client pursuant to Clause GCC 2.8.1 (c), suspension or reduction in the rate of performance of the Services pursuant to Clause GCC 2.8.2;
- (d) Any unreasonable delay by the Client in giving his decision, approval or consent (where required) to the documents (e.g. designs, plans, etc.) prepared and submitted by the Consultant;
- (e) Any act or omission of or any default or breach of this Contract by the Client or any act or omission of any other consultants and/or contractors employed by the Client; or
- (f) Any other matter mentioned in this Contract as giving rise to an entitlement to an extension of the contract term.

### **2.6.3 Consultant's Claims**

- (a) Except where otherwise provided elsewhere in this Contract, the Consultant shall submit to the Client a notice of a claim for an extension of the contract term and/or adjustment in the Contract Price, together with particulars of the event or circumstance justifying such extension and adjustment, as soon as reasonably practicable after the occurrence of such event or circumstance. As soon as reasonably practicable after the receipt of such notice and supporting particulars of the claim, the Client and the Consultant shall agree upon the extended period and/or the adjusted Contract Price.
- (b) The Consultant shall at all times use all commercially reasonable endeavors to minimize any delay in the performance of its obligations under this Contract.
- (c) Disagreement between the Parties as to any modification or variation, and extension shall be settled according to Clause GCC 8.

### **2.6.4 Provisional Sum**

- (a) Each Provisional Sum shall only be used, in whole or in part, in accordance with the instructions of the Client which may involve or relate to the services to be provided or expenditures to be incurred in the course of the assignment.
- (b) The total sum paid to the Consultant shall include only such

amounts for services or expenditures to which the Provisional Sum relates, as the Client shall have instructed. Each Provisional Sum shall be used under Clause GCC 2.6.1 as a modification or variation of the scope of Services, except for the use of Provisional Sum for Contingency Allowance in accordance with GCC 6.8.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, terrorism, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **2.7.3 Measures to be Taken**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of

such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
  - (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (ii) continue the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GCC 8.

## **2.8 Suspension**

### **2.8.1 Suspension by Client**

- (a) The Client may, by written notice of suspension to the Consultant, suspend, in whole or part, the Services and such suspension continues until the Client gives a written permission or instruction to proceed.
- (b) The Client may suspend, in whole or part, the Services if an event shall have happened and be continuing, in which the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension shall:
  - (i) specify the nature of the failure, and
  - (ii) request the Consultant to remedy such failure within a period not exceeding twenty-eight (28) days after receipt by the Consultant of such notice of suspension.
- (c) If the Project or the Services are suspended by the Client for any reason other than those provided in Clause GCC 2.8.1 (b)

more than twenty-eight (28) days, over the term of this Contract, the Consultant shall be paid for all services performed and reimbursable expenses incurred prior to the receipt of a notice of suspension.

- (d) During any suspension of the Services under Clause GCC 2.8.1 (c), the Consultant shall be compensated for any costs of maintaining fixed assets, the costs of leases or other items acquired for the Project, as well as all expenses reasonably incurred by, including but not limited to, temporary demobilization, reassignment of the Experts. In addition, upon resumption of the Services, the Client shall compensate the Consultant for expenses incurred as a result of the resumption of its services, and the Consultant's schedules (Expert and other relevant schedules) shall be appropriately adjusted.

### **2.8.2 Suspension by Consultants**

Without prejudice to entitlement to financing charges on late payments under Clause GCC 6.7, the Consultant may suspend the Services or reduce the rate of performance of the Services after twenty-eight (28) days prior notice to the Client, if the Client fails to pay the Consultant the amount due, pursuant to Clause GCC 6.5 (c). In no event shall the suspension of the Services or reduction of the rate of performance of the Services pursuant to this Clause GCC 2.8.2 be subject to termination of this Contract by the Client pursuant to Clause GCC 2.9.1.

## **2.9 Termination**

This Contract may be terminated by either Party as per provisions set up below:

### **2.9.1 Termination by Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.9.1. In such an occurrence the Client shall give at least twenty-eight (28) days' written notice of termination to the Consultant in case of the events referred to in (a) through (e); and at least fifty-six (56) days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 2.8.1 (b);
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8;
- (d) If, as the result of Force Majeure, either Party is unable to fulfill its contractual obligations for a period of not less than fifty-six (56) days;
- (e) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 2.3(b); and
- (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.9.2 Termination by  
Consultant**

The Consultant may terminate this Contract, by not less than twenty-eight (28) days' written notice to the Client, such notice to be given if any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.9.2 occurs:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 within forty-two (42) days after receiving written notice from the Consultant that such payment is overdue;
- (b) If, as the result of Force Majeure, either Party is unable to fulfill its contractual obligations for a period of not less than fifty-six (56) days;
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8;
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-two (42) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
- (e) If the Services are suspended pursuant to Clause GCC 2.8.1 (c) for more than eighty-four (84) days; and
- (f) If the Client becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver trustee or manager for the benefit of

his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

**2.9.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9, or upon expiration of this Contract pursuant to Clause GCC 2.4, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 3.3, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6, and (iv) any right which a Party may have under the Applicable Law.

**2.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenses for this purpose to a minimum. With respect to equipment, vehicles and materials provided by the Client, the Consultant shall proceed as provided by Clause GCC 3.9.

**2.9.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GCC 2.9.1 or GCC 2.9.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause GCC 6.2 for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenses pursuant to Clause GCC 6.2 for expenses actually incurred prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (f) of Clause GCC 2.9.1 and to GCC 2.9.2, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including demobilization, associated overhead cost, the cost of the return travel of the Experts and their eligible dependents, and all other expenses, damages and losses resulting from the termination.

**2.9.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.9.1 or in Clause GCC 2.9.2 has occurred, such Party may, within forty-two (42) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement in accordance with the procedures stated in Clause

GCC 8, and this Contract shall not be terminated on account of such event unless otherwise settled in accordance with GCC 8.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### **3.1.1 Standard of Performance**

- (a) The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- (b) The Consultant shall employ and provide such qualified and experienced Experts and Subconsultants as are required to carry out the Services.
- (c) The Consultant may subcontract part of the Services to an extent and with such Key Experts and Subconsultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

##### **3.1.2 Law Applicable to Services**

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Subconsultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

#### **3.2 Conflict of Interest**

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

##### **3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.**

- (a) The payment to the Consultant pursuant to Clause GCC 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 3.2.2, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to

ensure that any Subconsultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Applicable Guidelines and JICA's Guidelines for Procurement under Japanese ODA Loans and shall at all times exercise such responsibility in the best interest of the Client.

**3.2.2 Consultant, and Affiliates Not to Engage in Certain Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant as well as any Subconsultants and any entity affiliated with such Subconsultants, shall be disqualified from providing goods, works or services or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the Project.

**3.2.3 Prohibition of Conflicting Activities**

The Consultant shall not engage, and shall cause its Experts as well as its Subconsultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**3.2.4 Strict Duty to Disclose Conflicting Activities**

The Consultant has an obligation and shall ensure that its Experts and Subconsultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of the Contract.

**3.3 Confidentiality**

Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Liability of the Consultant**

- (a) The Consultant shall be responsible for and shall indemnify the Client in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
- (b) The Consultant undertakes full responsibility in respect of life, health, and accidents for the Experts and for the dependents of any such Expert.



- (c) The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Consultant.
- (d) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any Third Party.
- (e) The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GCC 3.1.1 provided, however:
  - (i) that the Consultant is notified of such actions, claims, losses or damages not later than twelve (12) months after the expiration of the Contract pursuant to the Clause GCC 2.4 or termination of the Contract pursuant to the Clause GCC 2.9, unless a different period of time is **otherwise specified in the SCC**;
  - (ii) that the ceiling on Consultant's liability shall be limited to the amount **indicated in the SCC**, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;
  - (iii) that Consultant's liability under Clause GCC 3.1.1 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- (f) Upon request of the Client, the Consultant shall, at its own cost and expense, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under

## Clause GCC 3.1.1.

- (g) Notwithstanding the provisions of paragraph (a) of this Clause GCC 3.4, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) the Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which the Consultant does not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

**3.5 Insurance to be Taken Out by the Consultant** The Consultant (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at its (or the Subconsultants', as the case may be) own cost, insurance against the risks, and for the coverage **specified in the SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 2.3.

**3.6 Accounting, Inspection and Auditing** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to five years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

**3.7 Reporting**

**3.7.1 Reporting Obligations** The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

**3.7.2 Serious Hindrances** The Consultant shall report to the Client and JICA promptly the occurrence of any event or condition which might delay or prevent completion of any significant part of the Project in accordance with the schedules and to indicate what steps shall be taken to meet the situation. When the Client receives such a report from the Consultant, the Client shall immediately forward a copy of it to JICA, together with its comments.

**3.7.3 Accident** Should any accident in relation to construction safety occur during

- Reports** the implementation of the Project, the Consultant shall assist the Client in preparing and submitting a report on such an accident in a form reasonably requested by JICA.
- 3.8 Property of the Reports and Records** The Consultant retains the design rights and other intellectual property rights and copyrights of all documents prepared by the Consultant under this Contract. **Unless otherwise stated in the SCC**, the Client shall be entitled to use them or copy them only for the Project and the purpose for which they are intended, and need not obtain the Consultant's permission to copy for such use.
- 3.9 Equipment, Vehicles and Materials Furnished by the Client** Any equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 3.10 Equipment and Materials Provided by the Consultant** Any equipment or materials brought into the Client's country by the Consultant or its Experts and used either for the Project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

#### 4. CONSULTANT'S EXPERTS AND SUBCONSULTANTS

- 4.1 Description of Experts**
- (a) The title, agreed job description, qualification and time-input estimates to carry out the Services of each of the Consultant's Experts are described in Appendix B. Subject to Clause GC 4.4, all experts included in that Appendix shall be deemed to be accepted by the Client when awarding the Contract to the Consultant.
  - (b) Adjustments with respect to the time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided that:
    - (i) such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and
    - (ii) the aggregate of such adjustments shall not result in an

increase of the Contract Price.

- (c) If additional work is required beyond the scope of the Services specified in Appendix A:
  - (i) the time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant in accordance with Clause GCC 2.6;
  - (ii) the Contract Price as set forth in Clause GCC 6.1 shall accordingly be adjusted; and
  - (iii) the Parties shall sign a Contract amendment.

**4.2 Replacement of Key Experts**

- (a) Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- (b) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration and such replacement shall be subject to the Client's approval and the procedure set forth in GCC Clause 4.3(a) shall apply for such approval process.

**4.3 Approval of Additional Key Expert**

- (a) If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curriculum Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- (b) The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

**4.4 Removal of Experts or Subconsultants**

- (a) If the Client finds that any of the Experts or Subconsultants has committed serious misconduct or has been charged with having committed a criminal action, the Consultant shall, at the Client's written request specifying the grounds, provide a suitable replacement.
- (b) In the event that any of the Experts or Subconsultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Consultant shall, at the Client's written request

specifying the grounds, provide a suitable replacement.

- (c) Any replacement of the removed Experts or Subconsultants shall possess equivalent or better qualifications and experience and shall be acceptable to the Client.

**4.5 Replacement/  
Removal of  
Experts – Impact  
on Payments**

Except as the Client may otherwise agree:

- (a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement; and
- (b) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**4.6 Working Hours,  
Overtime, Leave,  
etc.**

**4.6.1 Working  
Hours**

Working hours and holidays for Experts are **stated in the SCC** and Appendix B.

**4.6.2 Overtime**

The Experts shall be entitled to be paid for overtime or to take paid leaves (whether sick or vacation), if so specifically provided in the Contract.

**4.6.3 Leave**

Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and/or impact adequate supervision of the Services.

## **5. OBLIGATIONS OF THE CLIENT**

**5.1 Assistance and  
Exemptions**

**Unless otherwise specified in the SCC**, the Client shall use its best efforts to:

- (a) assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the

Experts and their eligible dependents.

- (d) issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) assist the Consultant and the Experts and any Subconsultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) assist the Consultant, any Subconsultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

**5.2 Access to Project Site**

The Client warrants that the Consultant shall have, free of charge, unimpeded access to the Project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the Project site or any property thereon resulting from such access and will indemnify the Consultant and each of the Experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Subconsultants or the Experts of either of them.

**5.3 Change in the Applicable Law**

If, after the Base Date, there is any change in the Applicable Law in the Client's country, including the law with respect to taxes and duties, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract Price specified in Clause GCC 6.1(a). If the Consultant has been delayed or impeded in the performance of any of its obligations under the Contract because of any change in the Applicable Law in the Client's country, the contract term shall be extended in accordance with the Clause GCC 2.6.2.

**5.4 Services, Facilities and**

- (a) The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any

- Property of the Client** charge, the services, facilities and property described in Appendix A at the times and in the manner specified in said Appendix A.
- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 6.1 (b).
- 5.5 Counterpart Personnel**
- (a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.
- (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) how the affected part of the Services shall be carried out, and (iii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 6.1(b).
- (c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 5.6 Payment Obligation** In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by Clause GCC 6 below.
- 6. PAYMENTS TO THE CONSULTANT**
- 6.1 Contract Price**
- (a) The Contract Price shall be as **set forth in the SCC**. The Contract Price breakdown shall be as provided in Appendix C.
- (b) The amounts payable to the Consultant shall be subject to

adjustments in accordance with the Contract and any such adjustment other than the price adjustment stipulated in GCC6.8 can be made only by an amendment to the Contract agreed and signed by both Parties.

**6.2 Remuneration and Reimbursable Expenses**

- (a) The Client shall pay to the Consultant
- (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing the Services or such other date as the Parties shall agree in writing; and
  - (ii) reimbursable expenses on the basis of Unit Rate Reimbursement (URR) or Actual Cost Reimbursement (ACR) described below.
- (b) All payments shall be based on Appendix D and Appendix E.
- (c) The remuneration rates shall cover:
- (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads),
  - (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B; and
  - (iii) the Consultant's fee.
- Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.
- (d) The reimbursable expenses consist of:
- (i) Unit Rate Reimbursement (URR) which means the expenses which are reimbursed by the Client based on the Contract unit rates as adjusted in accordance with the Clause GCC 6.8, upon incurring of such expense by the Consultant or elapse of the relevant interval or period indicated in the Contract (such as months). For such reimbursements, submission of any evidence of expenses incurred (such as receipt, delivery records, tickets) is not required.
  - (ii) Actual Cost Reimbursement (ACR) which means the expenses which are reimbursed by the Client based on the actual cost incurred by the Consultant upon incurring of such expense. For such reimbursements, submission of evidence of expenses incurred (such as receipt, delivery records, tickets) is required, and price adjustments



stipulated in the Clause GCC 6.8 shall not apply.

- 6.3 Duties, Taxes and Levies**
- (a) The Consultant, Subconsultants and Experts are responsible for meeting all liabilities with respect of duties, taxes and levies arising out of the Contract, both in the Client's country and abroad, except **as otherwise provided in the SCC**.
- (b) If so **specified in the SCC**, any local duty, tax or levy is exempted or paid by the Client on behalf of the Consultant, and the following shall apply to each such exception or payment as the case may be.
- (i) If any duty, tax or levy is exempted as a "no pay" exemption, then, the Client shall obtain from the relevant authority and provide to the Consultant, a tax exemption certificate evidencing that such exemption has been provided.
- (ii) If any duty, tax or levy is exempted as a "pay and reimburse" exemption, the relevant authority will reimburse to the Consultant, any amount paid or to be paid by the Consultant for the purpose of meeting with such tax liabilities upon submission of all relevant documentation.
- (iii) If any duty, tax or levy is paid by the Client on behalf of the Consultant, the Client shall obtain from the relevant authority upon such tax payment and provide to the Consultant, a tax payment certificate evidencing that such payment has been made.

**6.4 Currency of Payment** Any payment under this Contract shall be made in the currency(ies) **specified in the SCC**.

**6.5 Terms and Conditions of Payment** Billings and payments in respect of the Services shall be made as follows:

- (a) Within twenty-eight (28) days after the receipt of the advance payment security and the invoice for advance payment, the Client shall pay to the Consultant an advance payment, as an interest-free loan for mobilization and cash flow support, **as specified in the SCC**.

The advance payment security shall be in the amount (or amounts) and in the currency (or currencies) of the advance payment **specified in the SCC**. Such security

- (i) is to remain effective until the advance payment has been

- fully set off, and
- (ii) is to be in the form set forth in Appendix G, or in such other form as the Client shall have approved in writing.

The advance payment shall be repaid through percentage deductions from the invoices at the amortization rate stated **in the SCC**, commencing from the invoice in which the total of all payments (cumulative total amount excluding the advance payment amount) exceeds 30 percent (30%) of the Contract Price less Provisional Sums. The advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Contract Price less Provisional Sums is due for payment.

- (b) As soon as practicable and not later than fourteen (14) days after the end of each calendar month during the period of the Services, or after the end of each time intervals **otherwise indicated in the SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 6.4 and GCC 6.5 for such interval, or any other period **indicated in the SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within fifty-six (56) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) The Client shall pay the Consultant's final invoices within fifty-six (56) days after the approval by the Client to the final report and the final invoice submitted by the Consultant. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory eighty-four (84) days after receipt of the final report and final invoice by the Client unless the Client, within such eighty-four (84) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process

shall be repeated. Any amount that the Client has paid or caused to be paid in accordance with this Clause GCC 6.5 (d) in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within twenty-eight (28) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after the approval by the Client to the final report and the final invoice in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant **specified in the SCC**.
- (f) Payments in respect of remuneration or reimbursable expenses, which exceed the amount for these items as set forth in Appendices D and E, may be charged to the Provisional Sum for Contingency Allowance, provided for foreign and local currencies only if such expenses were approved by the Client prior to being incurred.
- (g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

#### **6.6 JICA Disbursement Procedure**

- (a) Any payments payable from the proceeds of the Loan shall be made through the disbursement procedure as **stated in the SCC**.

Any charges or fees associated with or incidental to remittance of funds from JICA/ Client to the Consultant's account including but not limited to those for opening and amendment commissions of the Letter of Credit shall be solely borne by the Client.

- (b) Any Payment payable from any source of finance other than the Loan Agreement shall be made directly by the Client.

#### **6.7 Interest on Delayed Payments**

If the Consultant does not receive payment in accordance with Clause GCC 6.5 (c), the Consultant shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall commence on the date for payment as specified in Clause GCC 6.5 (c).

These financing charges shall be calculated at the annual rate of three (3) percentage points above the discount rate of the central bank in the country of the currency of payment, or if not available,

the interbank offered rate, and shall be paid in such currency.

The Consultant shall be entitled to this payment without formal notice or statement, and without prejudice to any other right or remedy provided by the Applicable Law or this Contract.

### 6.8 Adjustment for Changes in Cost

**Unless otherwise stated in the SCC**, the amounts payable to the Consultant under Clause GCC 6.2 shall be adjusted for rises or falls in the cost of Remuneration and Reimbursable Expenses, by the addition or deduction of the amounts determined by the formulae prescribed in this Clause.

For the purposes of this Clause, “table of adjustment data” means the completed table of adjustment data for local and foreign currencies included in Appendix F. If there is no such table of adjustment data, this Clause shall not apply.

The adjustment to be applied to the amount payable to the Consultant, shall be determined from formulae for each of the currencies of payment **stated in Clause SCC 6.4**. No adjustment is to be applied to any remuneration or reimbursable expense, valued on the basis of cost or current prices.

Subject to the above paragraphs any remuneration and/or reimbursable expense payable under the Contract shall be adjusted **as stated in the SCC**, using the formula below.

$$R_n = R_0 \times \left[ a + b \frac{Ln}{Lo} \right]$$

“Rn” is the adjusted value of:

- (a) remuneration payable for the period “n”, this period being a period of 12 months, and the first time being in the 13<sup>th</sup> calendar month after the Contract signing date, **unless otherwise indicated in the SCC**; or
- (b) reimbursable expenses incurred during the period “n”, this period being a period of 3 months, and the first time being in the 4<sup>th</sup> calendar month after the Contract signing date, **unless otherwise indicated in the SCC**.

“Ro” is the remuneration or reimbursable expense payable on the basis of the rates set forth in Appendices D and E;

“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in each payment component;

“b” is a fixed coefficient, stated in the relevant table of adjustment data, representing the adjustable portion in each payment component;

“Ln” is the current cost indices or references for period “n”, expressed in each of the relevant currencies of payment, each of which is applicable to the relevant tabulated cost element on the first day of the period “n”.

“Lo” is the base cost indices, stated in the relevant table of adjustment data, expressed in each of the relevant currencies of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

## **7. FAIRNESS AND GOOD FAITH**

### **7.1 Good Faith**

The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

The Parties shall seek to resolve any dispute amicably by mutual consultation.

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 8.2 shall apply.

### **8.2 Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GCC 8.1 shall be submitted by either Party for settlement proceedings in accordance with the following provisions:

(a) Contract with foreign Consultants (or, in case of a Joint Venture, where the Lead Member is a foreign Consultant)

#### **(i) Mediation**

The Parties may agree to submit any dispute or disagreement that has not been settled amicably according to Clause GCC

8.1 to settlement proceedings under the “ICC ADR Rules” (Rules of Amicable Dispute Resolution of the International Chamber of Commerce).

(ii) Arbitration

If the dispute or disagreement cannot be settled amicably pursuant to Clause GCC 8.1, or if, where the settlement proceedings under Clause GCC 8.2(a)(i) are agreed, the dispute or disagreement has not been settled pursuant to the ICC ADR Rules within forty-two (42) days following the filing of a Request for ADR or within such other period as the Parties may agree in writing, such dispute or disagreement shall be finally settled under international arbitration (1) with proceedings administered by the arbitration institution designated in the **SCC**, and conducted under the rules of arbitration of such institution; or, if so specified in the **SCC**, (2) with proceedings administered by Japan Commercial Arbitration Association (JCAA) and conducted under the arbitration rules of JCAA; or (3) if neither an arbitration institution nor arbitration rules are specified in the **SCC**, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with the said arbitration rules

(b) Contract with local Consultants (or, in case of a Joint Venture, where the Lead Member is a local Consultant)

The Parties agree to submit any dispute or disagreement that has not been settled amicably according to Clause GCC 8.1 to settlement proceedings under the laws of the Client's country.

## Section IX. Special Conditions of Contract

### Notes for the Client

This Section contains data and provisions specific to the country where the Project is to be executed, to the Client and to the assignment. The contents of this Section supplement the General Conditions of Contract (GCC).

Clause numbers in the SCC correspond to those in the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Clauses 1.1(f) & 1.6, 1.8, 1.9, 6.1(a), 6.4 and 6.5(e) shall be kept blank during the proposal stage but shall be filled in with the relevant data prior to signing of the Contract, when such data is known.

The “boxed” notes and italicized notes in this section are not part of the Request for Proposals, but contain guidelines and instructions for the Client. They shall be deleted from the actual Request for Proposals to be issued to the Consultants except for Clauses 1.8, 6.1(a) and 6.5(e) which shall only be deleted when the relevant data is filled in prior to signing of the Contract.





## Special Conditions of Contract

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
<b>1.1 (a)</b>	The Applicable Guidelines are those published in [ <i>insert the date of issuance of the Guidelines applicable to this Contract (October 2023, April 2012, March 2009 or October 1999.)</i> ]
<b>1.1 (b)</b>	The Contract shall be construed in accordance with the law of [ <i>insert country name, if different from the law of the Client's country. Otherwise, state that "this Clause SCC 1.1(b) is not applicable."</i> ]
<b>1.1(e) &amp; 1.6</b>	Client's name and address: [ <i>insert Client's name, address and telephone number</i> ]
<b>1.1(f) &amp; 1.6</b>	Consultant's name and address: [ <i>insert Consultant's name, address and telephone number</i> ]
<b>1.4</b>	The Contract shall be executed in: [ <i>insert one of the following: Japanese, English, French, or Spanish</i> ]
<b>1.8</b>	The Lead Member is [ <i>insert name of member</i> ]  [ <i>If the Consultant consists of a JV, then the name of the firm whose address is specified in Clause SCC 1.6 shall be inserted here. If the Consultant consists only of a single firm, then delete the above and state "This Clause SCC 1.8 is not applicable."</i> ]
<b>1.9</b>	The Authorized Representatives are: For the Client : _____ For the Consultant : _____
<b>2.1(a)</b>	The other effectiveness conditions are: [ <i>insert effectiveness conditions; if none, state "This Clause SCC 2.1(a) is not applicable"</i> ]
<b>2.1(c)</b>	The advance payment security and the invoice shall be submitted within [ <i>insert number of days</i> ] days following the receipt of the notice.  [ <i>If the advance payment security and the invoice shall be submitted within a period exceeding 14 days, indicate the period above. If the period is 14 days, delete the above and state "This Clause SCC 2.1(c) is not applicable."</i> ].
<b>2.2</b>	The time period shall be [ <i>insert time period if different from that stated in Clause GCC 2.2. Otherwise delete the above and state "This Clause SCC 2.2 is not applicable"</i> ].

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
2.4	The time period shall be <i>[insert time period, e.g.: thirty-six months]</i> .
3.4 (e) (i)	The number of months shall be <i>[insert number, if different from that stated in Clause GCC 3.4 (e)(i); otherwise delete the above and state “This Clause SCC 3.4 (e)(i) is not applicable”]</i>
3.4 (e) (ii)	The ceiling on Consultant’s liability shall be limited to the product of <i>[insert a multiplier, usually equivalent to 1.0 or less]</i> multiplied by the Contract Price.
3.5	<p><i>[Choose appropriate sub-paragraphs and complete the paragraph below.]</i></p> <p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or any Subconsultants or their Experts, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Client’s country” at RFP Stage. However, the amount and currency shall be stated in the Contract]</i>;</p> <p>(b) professional liability insurance (PLI), with a minimum coverage of <i>[insert amount and currency]</i>;</p> <p><i>[The coverage shall not exceed the Contract Price or 1 billion Japanese Yen, whichever is smaller. The liability of Consultant specified in GCC/SCC 3.4 (e)(ii) does not need to be covered in its entirety by a PLI. It should also be noted that a PLI of a substantial amount may not be available at commercially reasonable rate and terms.</i></p> <p><i>The Client shall allow an option for the Consultant to include the cost of procuring a PLI as a Reimbursable Expense under FIN-4 in case the required coverage exceeds 500 million JPY and such requirement shall be specified in DS 11.1(a)(ii).</i></p> <p><i>Also, specify if;</i></p> <p>(i) <i>A single-project PLI (i.e. PLI specific to the Contract) is required: or</i></p> <p>(ii) <i>A PLI shall be taken out by a local insurer in accordance with the laws and regulations of the Client’s country.</i></p> <p><i>Taking account of the nature of PLI, it is advisable not to require a single-project PLI unless any special circumstances justify to do so. In case either (i) or (ii) above is required, the Client shall allow an option for the Consultant to include the cost of procuring a PLI as a Reimbursable Expense under FIN-4 and such requirement shall be specified in DS 11.1(a)(ii).]</i></p>

GCC Clause No.	Amendments of, and Supplements to, GCC Clause																																		
	<p>(c) employer’s liability and workers’ compensation insurance in respect of the Experts of the Consultant and of any Subconsultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(d) insurance against loss of or damage to</p> <ul style="list-style-type: none"> <li>(i) equipment purchased in whole or in part with funds provided under this Contract,</li> <li>(ii) the Consultant’s property used in the performance of the Services, and</li> <li>(iii) any documents prepared by the Consultant in the performance of the Services.</li> </ul>																																		
3.8	<p>The Client is entitled to use the documents prepared by the Consultant under this Contract for other projects, [<i>insert “with” or “without” as appropriate</i>] prior written permission of the Consultant.</p> <p><i>[If the Client is entitled to use the documents prepared by the Consultant under this Contract for other projects, then choose the appropriate wording above; otherwise delete the above and state “This Clause SCC 3.8 is not applicable.”.]</i></p>																																		
4.6.1	<p><i>[The Client shall insert the all information below as appropriate and complete the paragraph to describe working days and hours for the assignment. The completed paragraph may be subject to minor adjustments during the contract negotiations, depending on the internal rules and regulations of the firm selected as the Consultant]</i></p> <p>Working days and hours shall be as described below:</p> <ul style="list-style-type: none"> <li>(a) One (1) month equals [<i>insert no., usually twenty-two (22)</i>] working days.</li> <li>(b) One (1) working day shall be [<i>insert no., usually eight (8)</i>] Hours.</li> <li>(c) Weekly working days and time shall be as follows:</li> </ul> <table border="1" data-bbox="444 1434 1253 1885"> <thead> <tr> <th rowspan="2">Day</th> <th colspan="2">Working Time</th> <th rowspan="2">No. of Hours</th> </tr> <tr> <th>from</th> <th>to</th> </tr> </thead> <tbody> <tr> <td>Monday</td> <td>[<i>insert time</i>]</td> <td>[<i>insert time</i>]</td> <td>[<i>insert no.</i>]</td> </tr> <tr> <td>Tuesday</td> <td>[<i>insert time</i>]</td> <td>[<i>insert time</i>]</td> <td>[<i>insert no.</i>]</td> </tr> <tr> <td>Wednesday</td> <td>[<i>insert time</i>]</td> <td>[<i>insert time</i>]</td> <td>[<i>insert no.</i>]</td> </tr> <tr> <td>Thursday</td> <td>[<i>insert time</i>]</td> <td>[<i>insert time</i>]</td> <td>[<i>insert no.</i>]</td> </tr> <tr> <td>Friday</td> <td>[<i>insert time</i>]</td> <td>[<i>insert time</i>]</td> <td>[<i>insert no.</i>]</td> </tr> <tr> <td>Saturday</td> <td>[<i>insert time</i>]</td> <td>[<i>insert time</i>]</td> <td>[<i>insert no.</i>]</td> </tr> <tr> <td>Sunday</td> <td>[<i>insert time</i>]</td> <td>[<i>insert time</i>]</td> <td>[<i>insert no.</i>]</td> </tr> </tbody> </table>	Day	Working Time		No. of Hours	from	to	Monday	[ <i>insert time</i> ]	[ <i>insert time</i> ]	[ <i>insert no.</i> ]	Tuesday	[ <i>insert time</i> ]	[ <i>insert time</i> ]	[ <i>insert no.</i> ]	Wednesday	[ <i>insert time</i> ]	[ <i>insert time</i> ]	[ <i>insert no.</i> ]	Thursday	[ <i>insert time</i> ]	[ <i>insert time</i> ]	[ <i>insert no.</i> ]	Friday	[ <i>insert time</i> ]	[ <i>insert time</i> ]	[ <i>insert no.</i> ]	Saturday	[ <i>insert time</i> ]	[ <i>insert time</i> ]	[ <i>insert no.</i> ]	Sunday	[ <i>insert time</i> ]	[ <i>insert time</i> ]	[ <i>insert no.</i> ]
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	<table border="1" data-bbox="444 310 1252 348"> <tr> <td data-bbox="444 310 1045 348">Total No. of Weekly Hours</td> <td data-bbox="1045 310 1252 348">[insert total]</td> </tr> </table> <p>(d) National holidays, public holidays weekly holidays etc. shall be locally recognized days.</p>	Total No. of Weekly Hours	[insert total]
Total No. of Weekly Hours	[insert total]		
<p><b>5.1 (a) through (f)</b></p>	<p>[Insert list of any changes or additions to assistance and exceptions specified in Clause GCC 5.1(a) to (f), consistent with the TOR. If none, state “This Clause SCC 5.1(a) through (f) is not applicable.”]</p>		
<p><b>6.1(a)</b></p>	<p>The Contract Price is: [insert amount and currency for each currency, as applicable].</p>		
<p><b>6.3 (a) &amp; (b)</b></p>	<p>[All relevant information on the Consultant’s liabilities with respect of duties, taxes and levies in this provision shall be consistent with DS 11.2(c).</p> <p><i>The Client shall indicate clearly which taxes, duties and levies are exempted and the relevant exemption categories (as described below), in accordance with the Exchange of Notes between the Client’s country and the Government of Japan, and under the law of the Client’s country.</i></p> <p><i>If the liabilities as to taxes, duties and levies shall be solely borne by the Consultant, delete all below and state “This SCC 6.3 (a) &amp; (b) is not applicable.”.]</i></p> <p>Exemptions from duties, taxes or levies which are described under this SCC 6.3 (a) &amp; (b) fall into two categories, namely:</p> <ul style="list-style-type: none"> <li>- “No Pay” category: The Consultant shall be entitled to exemption from tax liabilities falling into this category, without having to make any payment arising from or out of or in connection with such liabilities.</li> <li>- “Pay &amp; Reimburse” category: The Consultants shall be entitled to exemption from tax liabilities, falling into this category, provided that the Consultant first makes all payments arising from, or out of, or in connection with, such liabilities and then apply for reimbursement from the relevant authority, following the procedure prescribed by such authority.</li> </ul> <p><b>A. In accordance with the Exchange of Notes between the Government of the Client’s country and the Government of Japan:</b></p> <p>(i) &amp; (ii) duties, taxes and levies listed in the table below shall be exempted.</p> <p>[The Client shall add or modify tax liabilities as appropriate and indicate the</p>		

GCC Clause No.	Amendments of, and Supplements to, GCC Clause																				
	<p><i>exemption category of each of them in the table below.]</i></p> <table border="1" data-bbox="574 348 1433 1304"> <thead> <tr> <th data-bbox="574 348 688 422">No.</th> <th data-bbox="688 348 1138 422">Duty/ Tax/ Levy</th> <th data-bbox="1138 348 1433 422">Exemption Category</th> </tr> </thead> <tbody> <tr> <td data-bbox="574 422 688 716">1.</td> <td data-bbox="688 422 1138 716">Corporate income tax, including withholding tax, on any Japanese companies, operating as a consultant, with respect to the income accruing from the supply of products and/or services to be provided under Japanese ODA Loans.</td> <td data-bbox="1138 422 1433 716"><i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i></td> </tr> <tr> <td data-bbox="574 716 688 1010">2.</td> <td data-bbox="688 716 1138 1010">Personal income tax on Japanese employees engaged in the implementation of the Project for their personal income derived from any Japanese companies operating as a consultant for the implementation of the Project.</td> <td data-bbox="1138 716 1433 1010"><i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i></td> </tr> <tr> <td data-bbox="574 1010 688 1304">3.</td> <td data-bbox="688 1010 1138 1304">Custom duties and related fiscal charges on any Japanese companies operating as a consultant, with respect to the import and re-export of their own materials and equipment needed for the implementation of the Project.</td> <td data-bbox="1138 1010 1433 1304"><i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i></td> </tr> </tbody> </table> <p data-bbox="394 1360 1433 1430">(iii) duties, taxes and levies listed below shall be paid by the Client on behalf of the Consultant: <i>[insert list of duties, taxes and levies]</i></p> <p data-bbox="394 1518 1433 1619"><i>[Indicate in the table below, any other tax exemptions available to the Consultant in accordance with the law of the Client’s country. If there is none, delete the paragraph below in its entirety.]</i></p> <p data-bbox="394 1633 1433 1703"><b>B. In addition to the above, in accordance with the law of the Client’s country:</b></p> <p data-bbox="394 1717 1433 1749">(i) &amp; (ii) duties, taxes and levies listed in the table below shall be exempted.</p> <table border="1" data-bbox="448 1755 1344 1864"> <thead> <tr> <th data-bbox="448 1755 532 1791">No.</th> <th data-bbox="532 1755 818 1791">Duty/ Tax/ Levy</th> <th data-bbox="818 1755 1344 1791">Exemption Category</th> </tr> </thead> <tbody> <tr> <td data-bbox="448 1791 532 1864">1</td> <td data-bbox="532 1791 818 1864"><i>[insert duty/ tax/ levy]</i></td> <td data-bbox="818 1791 1344 1864"><i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i></td> </tr> </tbody> </table>			No.	Duty/ Tax/ Levy	Exemption Category	1.	Corporate income tax, including withholding tax, on any Japanese companies, operating as a consultant, with respect to the income accruing from the supply of products and/or services to be provided under Japanese ODA Loans.	<i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>	2.	Personal income tax on Japanese employees engaged in the implementation of the Project for their personal income derived from any Japanese companies operating as a consultant for the implementation of the Project.	<i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>	3.	Custom duties and related fiscal charges on any Japanese companies operating as a consultant, with respect to the import and re-export of their own materials and equipment needed for the implementation of the Project.	<i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>	No.	Duty/ Tax/ Levy	Exemption Category	1	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>
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etc.										
<b>6.4</b>	<p data-bbox="386 667 1057 703">The currency(ies) of payment shall be the following:</p> <p data-bbox="386 703 1339 739">(i) <i>[insert name of the currency of the Client’s country (local currency)]</i></p> <p data-bbox="386 739 716 774">(ii) Japanese Yen (JPY)</p> <p data-bbox="386 774 1089 810">(iii) <i>[other international trading currency(ies), if any]</i></p> <p data-bbox="386 852 1453 919"><i>[The currency(ies) shall be the same as that/those indicated in ITC 11.3 and in the Financial Proposal.]</i></p>									
<b>6.5(a)</b>	<p data-bbox="386 955 889 991">The amount of the advance payment is:</p> <ul style="list-style-type: none"> <li data-bbox="386 991 1239 1026">- <i>[insert amount or %, and currency]</i> in foreign currency(ies); and</li> <li data-bbox="386 1026 1094 1062">- <i>[insert amount or %, and currency]</i> in local currency.</li> </ul> <p data-bbox="386 1104 1453 1171">Repayment amortization rate of advance payment shall be: <i>[insert percentage of amortization rate.]</i></p>									
<b>6.5(b)</b>	<p data-bbox="386 1207 1453 1274">The Consultant shall submit to the Client itemized invoices at time intervals of <i>[insert number of months]</i>.</p> <p data-bbox="386 1316 1453 1423"><i>[Itemized statements shall be submitted usually at monthly intervals. Indicate above if a different interval applies. Otherwise, delete the above and state “This Clause SCC 6.5(b) is not applicable”.]</i></p>									
<b>6.5(e)</b>	<p data-bbox="386 1459 613 1495">The accounts are:</p> <ul style="list-style-type: none"> <li data-bbox="386 1495 1068 1530">- for foreign currency or currencies: <i>[insert account]</i>.</li> <li data-bbox="386 1530 867 1566">- for local currency: <i>[insert account]</i>.</li> </ul>									
<b>6.6(a)</b>	<p data-bbox="386 1608 776 1644">Payment of the amount due in:</p> <p data-bbox="386 1650 1453 1757">(a) local currency, payable from the proceeds of the Loan shall be made through <i>[state the relevant disbursement procedure as set forth in the Loan Agreement]</i>; and</p> <p data-bbox="386 1793 1453 1860">(b) foreign currency, payable from the proceeds of the Loan shall be made through <i>[state the relevant disbursement procedure as set forth in the Loan</i></p>									

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	<p><i>Agreement</i>].</p> <p>The brochures describing the JICA’s Disbursement Procedures above are available at:  <a href="https://www.jica.go.jp/Resource/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure/index.htm">https://www.jica.go.jp/Resource/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure/index.htm</a>.</p>
6.8	<p><i>[Insert the following if the Contract Price is not adjustable. Otherwise delete the following.]</i></p> <p>The Contract Price shall not be adjusted for rises and falls of cost of Remuneration and Reimbursable Expenses.</p> <hr/> <p><i>[Insert the following if the Contract Price is adjustable, and the periods of adjustment are different from: 12 months commencing from 13<sup>th</sup> calendar month after the Contract signing date in the case of remuneration, and 3 months commencing from 4<sup>th</sup> calendar month after the Contract signing date in the case of reimbursable expenses; otherwise delete the following entirely.]</i></p> <p>Period “n” applicable to the adjusted value “Rn” of:</p> <p>(a) any remuneration payable in:</p> <p>(i) foreign currency(ies) shall be <i>[insert number to indicate the interval]</i> months and, the first time, being in the <i>[insert number to indicate the month]</i><sup>th</sup> calendar month after the Contract signing Date.</p> <p>(ii) local currency shall be <i>[insert number to indicate the interval]</i> months and, the first time, being in the <i>[insert number to indicate the month]</i><sup>th</sup> calendar month after the Contract signing Date.</p> <p>(b) any reimbursable expense paid in:</p> <p>(i) foreign currency(ies) shall be <i>[insert number to indicate the interval]</i> months and, the first time, being in the <i>[insert number to indicate the month]</i><sup>th</sup> calendar month after the Contract signing date.</p> <p>(ii) local currency shall be <i>[insert number to indicate the interval]</i> months and, the first time, being in the <i>[insert number to indicate the month]</i><sup>th</sup> calendar month after the Contract signing date.)</p>

<b>GCC Clause No.</b>	<b>Amendments of, and Supplements to, GCC Clause</b>
<b>8.2(a)(ii)</b>	(1) administrated by <i>[insert name of the arbitration institution. Otherwise delete this SCC 8.2(a)(ii) .]</i>  (2) conducted under <i>[insert name of the arbitration rules. Otherwise delete this SCC 8.2(a)(ii).]</i>



## **Section X. Appendices**

### **Notes for the Client**

The Appendices complement the Contract by describing the Services, specifying reporting requirements, Expert schedule etc., and by providing cost data such as cost breakdowns, price adjustment data.

The Appendices shall be finalized and completed during negotiations of Contract and shall be attached to the Contract documents. They may be left unfilled during the proposal stage.

The Acknowledgment of Compliance with the Guidelines for Employment of Consultants under Japanese ODA Loans included in Section III, Technical Proposal Forms and Section V, Eligible Source Countries of Japanese ODA Loans shall be attached to the Contract as appendices.



# Appendices

## List of Appendices

APP(A)

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Appendix C – Summary of Cost Breakdown .....	4
Appendix D – Remuneration Cost Breakdown .....	5
Appendix E – Reimbursable Cost Breakdown .....	6
Appendix F – Table of Adjustment Data .....	8
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## **Appendix A – Description of Services**

*[This Appendix will include the final Terms of Reference worked out by the Client and the Consultant during the negotiations.]*

*In accordance with Clause GCC3.7.1 Reporting Obligations, GCC 5.1, GCC 5.4(a) and GCC 5.5(a), services, facilities, properties and counterpart personnel to be provided by the Client and the timing and manner in which they shall be provided shall be described here.]*

## Appendix B – Expert Schedule

*[Insert a table based on Form TECH-7 of the Consultant’s Technical Proposal as finalized during the Contract negotiations. Attach the CVs demonstrating the qualifications of Key Experts (Form TECH-6 of the Consultant’s Technical Proposal) updated and signed by the respective Key Experts.]*

*In addition, include the following provisions, as appropriate, if the Expert Schedule to be inserted as above does not contain such provisions.]*

“For the purposes of this Appendix B – Expert Schedule, the following shall apply:

1. Months are counted from the start of the assignment. For each Expert, the input for home and field work shall be indicated separately.
2. Working days and hours shall be as set forth in SCC Clause 4.6.1.
3. Home Work and Field Work
  - (a) “**Home Work**” means:
    - (i) in case of an International Expert, work carried out in his/ her country of residence.
    - (ii) in case of a Local Expert, work carried at his/her normal place of work.
  - (b) “**Field Work**” means:
    - (i) in case of an International Expert, work carried out in a country other than his/ her country of residence.
    - (ii) in case of a Local Expert, work carried at a place other than his/ her normal place of work.”

## **Appendix C – Summary of Cost Breakdown**

*[insert Form FIN-2 of the Consultant's Financial Proposal as finalized during the Contract negotiations]*

## Appendix D – Remuneration Cost Breakdown

*[Insert Form FIN-3 of the Consultant’s Financial Proposal as finalized during the Contract negotiations.]*

*In addition, please include the following provisions, as appropriate, if the Remuneration Cost Breakdown to be inserted as above does not contain such provisions.]*

“For the Purposes of this Appendix D – Remuneration Cost Breakdown, the following shall apply:

1. Full-time Employee, Other Source Experts and Independent Experts
  - (a) “Full-time (FT) employee” means an employee of the lead firm or joint venture member or Subconsultant;
  - (b) “Other Source (OS) Experts” means an Expert provided by another source that is not the Consultant or Lead firm or a member firm of a JV or a Subconsultant firm;
  - (c) “Independent Expert (IP)” means independent/ self-employed Expert.
2. For computation of remuneration payable to Experts:
  - (a) payments for periods of less than one month shall be calculated:
    - (i) on an hourly basis for the actual time spent in the Consultant’s home office and directly attributable to the Services (one hour being equivalent to  $1/X^{\text{th}}$  of a month where  $X = \text{number of working hours per day multiplied by number of working days per month, usually } 176 (8 \times 22)$ ); and
    - (ii) on a calendar-day basis for the time spent away from the Consultant’s home office (one day being equivalent to  $1/30^{\text{th}}$  of a month; irrespective of the number of monthly working days stated in Appendix B (Expert Schedule) and the number of calendar days in the subject month).
  - (b) in case of an International Experts working away from the Consultant’s home office, the times spent for international travel between the country where he/she works (e.g. the Client’s country) and his/her country of residence (calculated from departure to arrival) shall be considered as working days for all purposes of this Contract, and shall be added to the working period.
3. Home Office Rate and Field Rate
  - (a) “Home Office Rate” means remuneration rate which applies when an International Expert works in his/her country of residence or a Local Expert works in his/her usual place of work.
  - (b) “Field Rate” means remuneration rate which applies when an International Expert works in a country other than his/her country of residence or a Local Expert works in a place other than his/her usual place of work.

## Appendix E – Reimbursable Cost Breakdown

*[Insert Form FIN-4 of the Consultant’s Financial Proposal as finalized during the Contract negotiations.*

*In addition, include the following provisions, as appropriate, if the Reimbursable Cost Breakdown to be inserted as above does not contain such provisions.]*

“For the Purposes of this Appendix E – Reimbursable Cost Breakdown, the following shall apply:

- (1) “Per Diem” means the daily rate (i.e., one rate for all locations) which shall be calculated as the weighted average (cost per day), on the basis of 30 days per calendar month, considering the cost of accommodation, meals and all other similar expenses, reasonably incurred by:
  - (a) an International Expert, when he/she works in a country other than his/ her country of residence.
  - (b) a Local Expert, when he/she works at an any place other than his/ her normal place of work.
- (2) With respect of the international travel expenses, the following shall apply:
  - (a) International travel costs will show the airfares needed by International Experts to travel from their home office, or regular place of work, to the field, by the most appropriate and the most direct practicable route. Air travel cost shall be estimated by business class for senior experts (normally more than 18 years of working experiences) except for short-distance (less than 8 hours) flights and economy class for other experts.
  - (b) For International Experts spending twenty-four (24) consecutive months or more in the Client’s country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Client’s country. Such International Experts will be entitled to such extra round trip only if upon their return to the Client’s country, such International Experts are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.
  - (c) Air transport for dependents: the cost of transportation to and from the Client’s country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the International Experts assigned to resident duty in the Client’s country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Client’s country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the International Experts will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.



- 
- (d) The number of round trips, the cost for each trip and destinations is shown under “air travel”.
- (3) A separate item “Miscellaneous Travel Expenses” is shown to cover a lump sum allowance per round trip for processing necessary travel documents (passport, visas, travel permits), airport taxes, transport to and from airports, inoculations, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight for each International Expert and each eligible dependent, etc.

## **Appendix F – Table of Adjustment Data**

### **Table A. Local Currency**

*[insert Table A. Local Currency of Form FIN-5 of the Consultant's Financial Proposal as finalized during the Contract negotiations]*

**Table B. Foreign Currency**

*[insert Table B. Foreign Currency of Form FIN-5 of the Consultant's Financial Proposal as finalized during the contract negotiations]*

## Appendix G – Form of Advance Payment Security

*[Insert hereunder an acceptable form of an advance payment security. An example is set forth below. Reference shall be made to Clause 6.5(a) of the Conditions of Contract.]*

*If the form given below is used, in the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.]*

### Bank Guarantee for Advance Payment

\_\_\_\_\_ *[bank's name and address of issuing branch or office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Client]*

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of Consulting Firm or name of the Joint Venture, same as appears in the signed Contract]* (hereinafter called “the Consultants”) has entered into Contract No. *[reference number of the contract]* dated *[date]* with you, for the provision of *[brief description of Services]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultants, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number \_\_\_\_\_ at [*name and address of Bank*].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of your certified statements to such effect which shall be presented to us by the Consultants. This guarantee shall expire, at the latest, upon our receipt of the certified payment certificate issued by you indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_\_ day of [*month*] [*year*]<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

\_\_\_\_\_  
[*signature(s)*]

**Note:** *All italicized text is to assist in preparing this form and shall be deleted from the completed form submitted to the Client.*

\_\_\_\_\_  
<sup>2</sup> Insert the expected expiration date

**Appendix H – Acknowledgment of Compliance with Guidelines for the  
Employment of Consultants under Japanese ODA Loans**

*[The completed Form TECH-9 in Section III, Technical Proposal Forms is used for this Appendix.]*

## **Appendix I – Eligible Source Countries of Japanese ODA Loans**

*[The Client shall insert Form Section V. Eligible Source Countries of Japanese ODA Loans, in this Appendix.]*





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## **Option B: Lump-Sum Contract**



## **Option B: Lump-Sum Contract**

### **Notes for the Client**

The Contract for Consulting Services consists of four parts:

- (a) the Form of Contract to be signed by the Client and the Consultant (Section VII of this SRFP),
- (b) the General Conditions of Contract (GCC) (Section VIII of this SRFP),
- (c) the Special Conditions of Contract (SCC) (Section IX of this SRFP), and
- (d) the Appendices (Section X of this SRFP).

The lump-sum contract is normally used when definition of the tasks to be performed is clear and unambiguous, when the commercial risk taken by the Consultant are relatively low, and when therefore such Consultant are prepared to perform the assignment for an agreed predetermined lump-sum price. However, delivery of services of intellectual and advisory nature is contingent in many ways upon actions by the Client. Conditions justifying use of the lump-sum contract (i.e. proper and timely actions by the Client) are not frequently met. This is why, in practice, the lump-sum contract is rarely issued under Japanese ODA Loans.

Lump-sum price is arrived at on the basis of inputs of remuneration and reimbursable expenses - including rates, where applicable - provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, for example reports, drawings, or software programs.

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## **Section VII. Form of Contract**

### **Notes for the Client**

This Section contains the Form of Contract which shall be executed between the Client and the successful Consultant after award of the Contract.

The Form of contract shall be kept untouched during the proposal stage and it shall only be completed prior to signing of the Contract, when the Consultant is selected, and all relevant details are known.

## Form of Contract

### LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Client] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[*Note: If the Consultant consists of more than one entity all of which are liable under the contract, the above shall be partially amended to read as follows: ... (hereinafter called the “Client”) and, on the other hand, a Joint Venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter collectively called the “Consultant”).*]

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) by an Agreement dated [day, month, year] (hereinafter called the “Loan Agreement”) between the [name of Borrower] (hereinafter called the “Borrower”) and the Japan International Cooperation Agency (hereinafter called “JICA”), JICA has agreed to make a loan to the Borrower for the purpose of financing [name of the Project] (hereinafter called the “Project”);

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (i) This Form of Contract;
  - (ii) Minutes of Contract Negotiation;
  - (iii) The Special Conditions of Contract (SCC);
  - (iv) The General Conditions of Contract (GCC);
  - (v) The following Appendices:
    - Appendix A : Description of Services
    - Appendix B : Expert Schedule
    - Appendix C : Summary of Cost Breakdown
    - Appendix D : Remuneration Cost Breakdown

- Appendix E : Reimbursable Cost Breakdown
- Appendix F : Table of Adjustment Data
- Appendix G : Form of Advance Payment Security
- Appendix H : Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans
- Appendix I : Eligible Source Countries of Japanese ODA Loans

In the event of any ambiguity or conflict between the documents listed above, the order of precedence shall be the order in which the documents are listed in this Clause 1.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Client]*

\_\_\_\_\_  
*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[name of Consultant or Name of a Joint Venture]*

\_\_\_\_\_  
*[Authorized Representative of the Consultant – name and signature]*

*[For a JV, only the lead member shall sign, in which case the Power of Attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant *[insert the name of the JV]*

*[Name of the lead member]*

\_\_\_\_\_  
*[Authorized Representative on behalf of a JV]*





## **Section VIII. General Conditions of Contract**

### **Notes for the Client**

This Section contains the General Conditions of Contract (Standard GCC) which is required to be used in the Request for Proposals for the Lump-Sum Contract of assignments financed by JICA, and they shall be used without any modification.

A copy of the Standard GCC shall be attached to the Request for Proposals/Contract prepared by the Client. If the General Conditions of Contract in the Request for Proposals/Contract prepared by the Client contain modifications from the Standard GCC, JICA will not consider them valid and require the Client to modify the Request for Proposals/Contract so that the Standard GCC, as defined above, shall apply.



# General Conditions of Contract

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## 1. GENERAL PROVISIONS

### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Guidelines” means the Guidelines for the Employment of Consultants under Japanese ODA Loans, **specified in the Special Conditions of Contract (SCC)**.
- (b) “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 SCC**, as they may be issued and in force from time to time.
- (c) “Base Date” means the date 28 days prior to the latest date for submission of the Financial Proposal.
- (d) “Borrower” means the Government, Government agency or other entity that signs the Loan Agreement with JICA.
- (e) “Client” means the entity, named as Client **in the SCC**.
- (f) “Consultant” means the firm or a JV, named as Consultant **in the SCC**.
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in paragraph 1 of the Form of Contract (Minutes of Contract Negotiation, the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Contract Price” means the amount **stated in Clause SCC 6.1(a)**.
- (i) “day” means calendar day unless indicated otherwise.
- (j) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other professional personnel of the Consultant or Subconsultant assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (l) “Foreign Currency” means any currency other than the

currency of the Client's country.

- (m) "GCC" means these General Conditions of Contract
- (n) "Government" means the Government of the Client's country.
- (o) "JICA" means the Japan International Cooperation Agency.
- (p) "Joint Venture" or "JV" means any combination of two or more firms in the form of a joint venture, consortium, association or other unincorporated grouping. A Joint Venture may or may not have the legal personality distinct from its members.
- (q) "Key Expert(s)" means an individual professional assigned by the Consultant to perform the Services or any part thereof under the Contract, whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was/ were evaluated during the selection process of the Consultant.
- (r) "Local Currency" means the currency of the Client's country
- (s) "Non-Key Expert(s)" means an individual professional assigned by the Consultant or its Subconsultant to perform the Services or any part thereof under the Contract and whose Curricula Vitae (CV) was/were not evaluated individually, during the selection of the Consultant.
- (t) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (u) "Provisional Sum" means an amount of money allocated in the Contract to allow for the cost of any future service or expense, which may be needed during the course of the assignment. Provisional Sum may be allocated or designated under the Specified Provisional Sum and/or Provisional Sum for Contingency Allowance, as appropriate.
- (v) "Provisional Sum for Contingency Allowance" means that the amount is allocated in the contract to cover future additional costs which may arise due to (i) increased quantity (such as a requirement for additional man-months or expenditures beyond the quantities already allocated in the Contract) and/or (ii) price adjustments (if provided under the Contract), and/or (iii) any other event which entitles the Consultant to additional

payment.

- (w) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (x) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A.
- (y) “Specified Provisional Sum” means the estimated cost of any such service or expense which shall be designated usually as a sum, in the summary of the total cost, with a brief description of such service or expense, as the case may be.
- (z) “Subconsultant(s)” means a firm or an individual to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (aa) “Third Party” means any person or entity other than the, the Client, the Consultant or a Subconsultant.

**1.2 Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Experts and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**1.4 Language**

This Contract shall be executed in the language **specified in the SCC**, which shall be the binding, and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.5 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

**1.6 Communications**

1.6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 1.4. Any such communication shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address **specified in the SCC**.

1.6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address **specified in the SCC**.

**1.7 Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Client's country or elsewhere, as the Client may approve.

**1.8 Authority of Lead Member**

If the Consultant is a JV:

- (a) the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (b) the members shall hereby authorize the lead member **specified in the SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including, but not limited to, the receiving of instructions and payments from the Client.

**1.9 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the representatives **specified in the SCC**.

**1.10 Corrupt and Fraudulent Practices**

If the Client determines, based on reasonable evidence, that the Consultant has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client may, after giving 14 days' notice to the Consultant, terminate the Contract and expel the Consultant from the Project site, and the provisions of Clause GCC 2.9 shall apply as if such termination had been made under Clause GCC 2.9.1.

Should any Expert or Subconsultant of the Consultant be determined, based on reasonable evidence, to have engaged in corrupt or fraudulent practice during the execution of the work then that Expert or Subconsultant shall be immediately removed and replaced by a suitable Expert or Subconsultant in accordance with Clauses GCC 4.4 and 4.5.

The Consultant is required to comply with JICA's policy in regard to corrupt and fraudulent practices as declared in Appendix H.

**1.11 Monitoring by JICA**

Without assuming the responsibilities of the Client or the Consultant, JICA may monitor the Services as necessary in order to satisfy itself that it is being carried out in accordance with appropriate standards and is based on acceptable data. As appropriate, JICA may take part in discussions between the Client



and the Consultant. However, JICA shall not be liable in any way for the performance of the Services by reason of such monitoring or participation in discussions. Neither the Client nor the Consultant shall be released from any responsibility of this Contract by reason of JICA's monitoring or participation in discussion.

**1.12 Difference of Opinion**

In the case of a difference of opinion between the Client and the Consultant on any important matters involving professional judgment that might affect the proper evaluation or execution of the Project, the Client shall allow the Consultant to submit promptly to the Client a written report and, simultaneously, to submit a copy to JICA. The Client shall forward the report to JICA with its comments in time to allow JICA to study it and communicate with the Client before any irreversible steps are taken in the matter. In cases of urgency, the Consultant has the right to request the Client and/or JICA that the matter be discussed immediately between the Client and JICA.

**1.13 Eligibility of Consultant**

The Consultant shall meet the requirements as to eligibility of the Consultants as specified in Appendix I.

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract**

With respect to the effectiveness of the Contract, the following shall apply:

- (a) **Unless otherwise specified in the SCC**, this Contract shall come into force and effect on the date (the "Effective Date") when:
  - (i) this Contract has been signed by the Parties; and
  - (ii) this Contract has been reviewed and concurred by JICA.
- (b) Upon fulfillment of the conditions indicated above, the Client shall issue a written notice to the Consultant which confirms the Effective Date and instructs the Consultant to deliver an advance payment security and an invoice for advance payment to the Client.
- (c) The Consultant shall submit the required advance payment security and the invoice for the advance payment, pursuant to Clause GCC 6.5(b), within fourteen (14) days or within such other period **specified in the SCC** following the receipt of the notice specified in this Clause GCC 2.1.

**2.2 Termination of Contract for**

Unless a different period of time is **otherwise specified in the SCC**, if this Contract has not become effective within four (4) months

- Failure to Become Effective** after the date of the Contract signed by the Parties, the Consultant or the Client may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 Commencement of Services** With respect to the commencement of the Services, the following shall apply:
- (a) Subject to Clause GCC 6.5(b), the Consultant shall commence carrying out the Services not later than fourteen (14) days from the receipt of the advance payment.
  - (b) The Consultant shall confirm in writing the date of commencement of the Services and availability of Key Experts before starting to deliver the Services.
  - (c) In the absence of such confirmation, the Consultant is deemed to have commenced the services on the last day of the above period of fourteen (14) days.
- 2.4 Expiration of Contract** Unless terminated earlier pursuant to Clause GCC 2.9, this Contract shall expire at the end of such time period, **as specified in the SCC**, after the commencement of the Services specified in Clause GCC 2.3.
- 2.5 Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications**
- 2.6.1 Modifications or Variations**
- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
  - (b) In case of important modifications or variations, the prior written concurrence of JICA is required.
- 2.6.2 Extension** If the Consultant has been delayed or impeded in the performance of any of its obligations under this Contract by any of the reasons specified in paragraphs (a) through (f) of this Clause GCC 2.6.2, the

contract term as set forth in Clause GCC 2.4 shall be extended by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Consultant, and an appropriate adjustment in the Contract Price (which includes remuneration and/or reimbursable expenses, as applicable) shall be made accordingly.

- (a) Any modifications or variations pursuant to Clause GCC 2.6.1;
- (b) Any occurrence of Force Majeure pursuant to Clause GCC 2.7;
- (c) Any suspension by the Client pursuant to Clause GCC 2.8.1 (c), suspension or reduction in the rate of performance of the Services pursuant to Clause GCC 2.8.2;
- (d) Any unreasonable delay by the Client in giving his decision, approval or consent (where required) to the documents (e.g. designs, plans, etc.) prepared and submitted by the Consultant;
- (e) Any act or omission of or any default or breach of this Contract by the Client or any act or omission of any other consultants and/or contractors employed by the Client; or
- (f) Any other matter mentioned in this Contract as giving rise to an entitlement to an extension of the contract term.

### **2.6.3 Consultant's Claims**

- (a) Except where otherwise provided elsewhere in this Contract, the Consultant shall submit to the Client a notice of a claim for an extension of the contract term and/or adjustment in the Contract Price, together with particulars of the event or circumstance justifying such extension and adjustment, as soon as reasonably practicable after the occurrence of such event or circumstance. As soon as reasonably practicable after the receipt of such notice and supporting particulars of the claim, the Client and the Consultant shall agree upon the extended period and/or the adjusted Contract Price.
- (b) The Consultant shall at all times use all commercially reasonable endeavors to minimize any delay in the performance of its obligations under this Contract.
- (c) Disagreement between the Parties as to any modification or variation, and extension shall be settled according to Clause GCC 8.

### **2.6.4 Provisional Sum**

- (a) Each Provisional Sum shall only be used, in whole or in part, in accordance with the instructions of the Client which may involve or relate to the services to be provided or expenditures to be incurred in the course of the assignment.

- (b) The total sum paid to the Consultant shall include only such amounts for services or expenditures to which the Provisional Sum relates, as the Client shall have instructed. Each Provisional Sum shall be used under Clause GCC 2.6.1 as a modification or variation of the scope of Services, except for the use of Provisional Sum for Contingency Allowance in accordance with GCC 6.8.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, terrorism, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **2.7.3 Measures to be Taken**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of

such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
  - (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (ii) continue the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GCC 8.

## **2.8 Suspension**

### **2.8.1 Suspension by Client**

- (a) The Client may, by written notice of suspension to the Consultant, suspend, in whole or part, the Services and such suspension continues until the Client gives a written permission or instruction to proceed.
- (b) The Client may suspend, in whole or part, the Services if an event shall have happened and be continuing, in which the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension shall:
  - (i) specify the nature of the failure, and
  - (ii) request the Consultant to remedy such failure within a period not exceeding twenty-eight (28) days after receipt by the Consultant of such notice of suspension.
- (c) If the Project or the Services are suspended by the Client for any reason other than those provided in Clause GCC 2.8.1 (b)

more than twenty-eight (28) days, over the term of this Contract, the Consultant shall be paid for all services performed and reimbursable expenses incurred prior to the receipt of a notice of suspension.

- (d) During any suspension of the Services under Clause GCC 2.8.1 (c), the Consultant shall be compensated for any costs of maintaining fixed assets, the costs of leases or other items acquired for the Project, as well as all expenses reasonably incurred by, including but not limited to, temporary demobilization, reassignment of the Experts. In addition, upon resumption of the Services, the Client shall compensate the Consultant for expenses incurred as a result of the resumption of its services, and the Consultant's schedules (Expert and other relevant schedules) shall be appropriately adjusted.

### **2.8.2 Suspension by Consultants**

Without prejudice to entitlement to financing charges on late payments under Clause GCC 6.7, the Consultant may suspend the Services or reduce the rate of performance of the Services after twenty-eight (28) days prior notice to the Client, if the Client fails to pay the Consultant the amount due, pursuant to Clause GCC 6.5 (a). In no event shall the suspension of the Services or reduction of the rate of performance of the Services pursuant to this Clause GCC 2.8.2 be subject to termination of this Contract by the Client pursuant to Clause GCC 2.9.1.

## **2.9 Termination**

This Contract may be terminated by either Party as per provisions set up below:

### **2.9.1 Termination by Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.9.1. In such an occurrence the Client shall give at least twenty-eight (28) days' written notice of termination to the Consultant in case of the events referred to in (a) through (e); and at least fifty-six (56) days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 2.8.1 (b);
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether

compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8;
- (d) If, as the result of Force Majeure, either Party is unable to fulfill its contractual obligations for a period of not less than fifty-six (56) days ;
- (e) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 2.3(b); and
- (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.9.2 Termination by  
Consultant**

The Consultant may terminate this Contract, by not less than twenty-eight (28) days' written notice to the Client, such notice to be given if any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.9.2 occurs:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 within forty-two (42) days after receiving written notice from the Consultant that such payment is overdue;
- (b) If, as the result of Force Majeure, either Party is unable to fulfill its contractual obligations for a period of not less than fifty-six (56) days;
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8;
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-two (42) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
- (e) If the Services are suspended pursuant to Clause GCC 2.8.1 (c) for more than eighty-four (84) days; and
- (f) If the Client becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under

a receiver trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

**2.9.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9, or upon expiration of this Contract pursuant to Clause GCC 2.4, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 3.3, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6, and (iv) any right which a Party may have under the Applicable Law.

**2.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenses for this purpose to a minimum. With respect to equipment, vehicles and materials provided by the Client, the Consultant shall proceed as provided by Clause GCC 3.9.

**2.9.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GCC 2.9.1 or GCC 2.9.2, the Client shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GCC 6 for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (f) of Clause GCC 2.9.1 and to GCC 2.9.2, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including demobilization, associated overhead cost, the cost of the return travel of the Experts and their eligible dependents, and all other expenses, damages and losses resulting from the termination.

**2.9.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.9.1 or in Clause GCC 2.9.2 has occurred, such Party may, within forty-two (42) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement in accordance with the procedures stated in Clause GCC 8, and this Contract shall not be terminated on account of such event, unless otherwise settled in accordance with GCC 8.



### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

##### 3.1.1 Standard of Performance

- (a) The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- (b) The Consultant shall employ and provide such qualified and experienced Experts and Subconsultants as are required to carry out the Services.
- (c) The Consultant may subcontract part of the Services to an extent and with such Key Experts and Subconsultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

##### 3.1.2 Law Applicable to Services

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Subconsultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

#### 3.2 Conflict of Interest

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

##### 3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.

- (a) The payment to the Consultant pursuant to Clause GCC 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 3.2.2, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subconsultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Applicable Guidelines and JICA's Guidelines for Procurement under Japanese ODA Loans, and shall at all times exercise such responsibility in the best interest of the Client.

**3.2.2 Consultant and Affiliates Not to Engage in Certain Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant as well as any Subconsultants and any entity affiliated with such Subconsultants, shall be disqualified from providing goods, works or services or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the Project.

**3.2.3 Prohibition of Conflicting Activities**

The Consultant shall not engage, and shall cause its Experts as well as its Subconsultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**3.2.4 Strict Duty to Disclose Conflicting Activities**

The Consultant has an obligation and shall ensure that its Experts and Subconsultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of the Contract.

**3.3 Confidentiality**

Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Liability of the Consultant**

- (a) The Consultant shall be responsible for and shall indemnify the Client in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
- (b) The Consultant undertakes full responsibility in respect of life, health, and accidents for the Experts and for the dependents of any such Expert.
- (c) The Consultant shall indemnify the Client from and against any

and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Consultant.

- (d) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any Third Party.
- (e) The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GCC 3.1.1 provided, however:
  - (i) that the Consultant is notified of such actions, claims, losses or damages not later than twelve (12) months after the expiration of the Contract pursuant to the Clause GCC 2.4 or termination of the Contract pursuant to the Clause GCC 2.9, unless a different period of time is otherwise **specified in the SCC**;
  - (ii) that the ceiling on Consultant's liability shall be limited to the amount **indicated in the SCC**, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;
  - (iii) that Consultant's liability under Clause GCC 3.1.1 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- (f) Upon request of the Client, the Consultant shall, at its own cost and expense, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under Clause GCC 3.1.1.

- (g) Notwithstanding the provisions of paragraph (a) of this Clause GCC 3.4, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) the Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which the Consultant does not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

**3.5 Insurance to be Taken Out by the Consultant** The Consultant (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at its (or the Subconsultants', as the case may be) own cost, insurance against the risks, and for the coverage **specified in the SCC**; and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 2.3.

**3.6 Accounting, Inspection and Auditing** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to five years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

### **3.7 Reporting**

**3.7.1 Reporting Obligations** The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

**3.7.2 Serious Hindrances** The Consultant shall report to the Client and JICA promptly the occurrence of any event or condition which might delay or prevent completion of any significant part of the Project in accordance with the schedules and to indicate what steps shall be taken to meet the situation. When the Client receives such a report from the Consultant, the Client shall immediately forward a copy of it to JICA, together with its comments.

**3.7.3 Accident Reports** Should any accident in relation to construction safety occur during the implementation of the Project, the Consultant shall assist the Client in preparing and submitting a report on such an accident in a form reasonably requested by JICA.

- 3.8 Property of the Reports and Records** The Consultant retains the design rights and other intellectual property rights and copyrights of all documents prepared by the Consultant under this Contract. **Unless otherwise stated in the SCC**, the Client shall be entitled to use them or copy them only for the Project and the purpose for which they are intended, and need not obtain the Consultant's permission to copy for such use.
- 3.9 Equipment, Vehicles and Materials Furnished by the Client** Any equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 3.10 Equipment and Materials Provided by the Consultant** Any equipment or materials brought into the Client's country by the Consultant or its Experts and used either for the Project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

#### 4. CONSULTANT'S EXPERTS AND SUBCONSULTANTS

- 4.1 Description of Experts**
- (a) The title, agreed job description, qualification and estimated period of engagement to carry out the Services of each of the Consultant's Experts are described in Appendix B. Subject to Clause GC 4.4, all experts included in that Appendix shall be deemed to be accepted by the Client when awarding the Contract to the Consultant.
  - (b) If additional work is required beyond the scope of the Services specified in Appendix A:
    - (i) the Contract Price as set forth in Clause GCC 6.1 shall accordingly be adjusted; and
    - (ii) the Parties shall sign a Contract amendment.
- 4.2 Replacement of Key Experts**
- (a) Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
  - (b) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on

the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration and such replacement shall be subject to the Client's approval and the procedure set forth in GCC Clause 4.3(a) shall apply for such approval process.

**4.3 Approval of Additional Key Expert**

- (a) If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curriculum Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- (b) The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

**4.4 Removal of Experts or Subconsultants**

- (a) If the Client finds that any of the Experts or Subconsultants has committed serious misconduct or has been charged with having committed a criminal action, the Consultant shall, at the Client's written request specifying the grounds, provide a suitable replacement.
- (b) In the event that any of the Experts, or Subconsultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Consultant shall, at the Client's written request specifying the grounds, to provide a suitable replacement.
- (c) Any replacement of the removed Experts or Subconsultants shall possess equivalent or better qualifications and experience and shall be acceptable to the Client.

**4.5 Replacement/ Removal of Experts-Impact on Payments**

Except as the Client may otherwise agree, the Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

**5. OBLIGATIONS OF THE CLIENT**

**5.1 Assistance and Exemptions**

Unless otherwise specified in the SCC, the Client shall use its best

efforts to:

- (a) assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) assist the Consultant and the Experts and any Subconsultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) assist the Consultant, any Subconsultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

**5.2 Access to Project Site**

The Client warrants that the Consultant shall have, free of charge, unimpeded access to the Project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the Project site or any property thereon resulting from such access and will indemnify the Consultant and each of the Experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Subconsultants or the Experts of either of them.

**5.3 Change in the**

If, after the Base Date, there is any change in the Applicable Law in

**Applicable Law** the Client's country, including the law with respect to taxes and duties, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract Price specified in Clause GCC 6.1 (a). If the Consultant has been delayed or impeded in the performance of any of its obligations under the Contract because of any change in the Applicable Law in the Client's country, the contract term shall be extended in accordance with the Clause GCC 2.6.2.

**5.4 Services, Facilities and Property of the Client**

- (a) The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix A at the times and in the manner specified in said Appendix A.
- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 6.1 (b).

**5.5 Counterpart Personnel**

- (a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.
- (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) how the affected part of the Services shall be carried out, and (iii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 6.1(b).
- (c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart



personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

## 5.6 Payment Obligation

In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by Clause GCC 6 below.

## 6. PAYMENTS TO THE CONSULTANT

### 6.1 Contract Price

- (a) The Contract Price shall be as set forth in **the SCC**. The Contract Price breakdown shall be as provided in Appendix C.
- (b) The Contract Price shall be fixed, unless otherwise indicated in Sub-Clause **GCC/SCC 6.8**. Any change to the Contract Price other than the price adjustment in accordance with **GCC/SCC 6.8** can be made only by an amendment to the Contract agreed and signed by both Parties in accordance with GCC 2.6.

### 6.2 Remuneration and Reimbursable Expenses

- (a) The remuneration expenses shall be paid in accordance with the schedule under **SCC 6.5 (a)**.
- (b) The reimbursable expenses shall be paid in accordance with Sub-Clause SCC.

### 6.3 Duties, Taxes and Levies

- (a) The Consultant, Subconsultants and Experts are responsible for meeting all liabilities with respect of duties, taxes and levies arising out of the Contract, both in the Client's country and abroad, except **as otherwise provided in the SCC**.
- (b) If so **specified in the SCC**, any local duty, tax or levy is exempted or paid by the Client on behalf of the Consultant, and the following shall apply to each such exception or payment as the case may be.
  - (i) If any duty, tax or levy is exempted as a "no pay" exemption, then, the Client shall obtain from the relevant authority and provide to the Consultant, a tax exemption certificate evidencing that such exemption has been provided.
  - (ii) If any duty, tax or levy is exempted as a "pay and reimburse" exemption, the relevant authority will reimburse to the Consultant, any amount paid or to be paid by the Consultant for the purpose of meeting with such tax liabilities upon submission of all relevant

documentation.

- (iii) If any duty, tax or levy is paid by the Client on behalf of the Consultant, the Client shall obtain from the relevant authority upon such tax payment and provide to the Consultant, a tax payment certificate evidencing that such payment has been made.

**6.4 Currency of Payment**

Any payment under this Contract shall be made in the currency(ies) **specified in the SCC.**

**6.5 Terms and Conditions of Payment**

Billings and payments in respect of the Services shall be made as follows:

- (a) Payments shall be made according to the payment schedule **stated in the SCC.**
- (b) **Unless otherwise stated in the SCC,** the advance payment shall be made after the receipt of the advance payment security and the invoice for advance payment.

The advance payment security shall be in the amount (or amounts) and in the currency (or currencies) of the advance payment and, unless otherwise specified in the SCC, shall be valid until the total payments reach fifty (50) percent of the Contract Price according to SCC 6.5(a). Such security is to be in the form set forth in Appendix G, or in such other form as the Client shall have approved in writing.

- (c) All payments under this Contract shall be made to the accounts of the Consultant **specified in the SCC.**
- (d) Payments in respect of remuneration or reimbursable expenses, which exceed the amounts for these items as set forth in Appendices D and E, may be charged to the Provisional Sum for Contingency Allowance, provided for foreign and local currencies only if such expenses were approved by the Client prior to being incurred.
- (e) With the exception of the final payment **specified in the SCC 6.5(a),** payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**6.6 JICA Disbursement Procedure**

- (a) Any payments payable from the proceeds of the Loan shall be made through the disbursement procedure **as stated in the SCC.**

Any charges or fees associated with or incidental to remittance

of funds from JICA/ Client to the Consultant's account including but not limited to those for opening and amendment commissions of the Letter of Credit shall be solely borne by the Client.

- (b) Any Payment payable from any source of finance other than the Loan Agreement shall be made directly by the Client.

**6.7 Interest on Delayed Payments**

If the Consultant does not receive payment in accordance with Clause SCC 6.5(a), the Consultant shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall commence on the date for payment as specified in Clause SCC 6.5(a).

These financing charges shall be calculated at the annual rate of three (3) percentage points above the discount rate of the central bank in the country of the currency of payment, or if not available, the interbank offered rate, and shall be paid in such currency.

The Consultant shall be entitled to this payment without formal notice or statement, and without prejudice to any other right or remedy, provided by the Applicable Law or this Contract.

**6.8 Adjustment for Changes in Cost**

**If so specified in the SCC**, the amounts payable to the Consultant under Clause GCC 6.1(b) shall be adjusted for rises or falls in the cost of Remuneration and Reimbursable Expenses, by the addition or deduction of the amounts determined by the formulae prescribed in this Clause. Otherwise this Sub-Clause shall not apply.

For the purposes of this Clause, "table of adjustment data" means the completed table of adjustment data for local and foreign currencies included in Appendix F. If there is no such table of adjustment data, this Clause shall not apply.

The adjustment to be applied to the amount payable to the Consultant, shall be determined from formulae for each of the currencies of payment **stated in Clause SCC 6.4**. No adjustment is to be applied to any remuneration or reimbursable expense, valued on the basis of cost or current prices.

Subject to the above paragraphs any remuneration and/or reimbursable expense payable under the Contract shall be adjusted **as stated in the SCC**, using the formula below.

$$R_n = R_0 \times \left[ a + b \frac{Ln}{Lo} \right]$$

“Rn” is the adjusted value of:

(a) remuneration payable for the period “n”, this period being a period of 12 months, and the first time being in the 13<sup>th</sup> calendar month after the Contract signing date, **unless otherwise indicated in the SCC**; or

(b) reimbursable expenses incurred during the period “n”, this period being a period of 3 months, and the first time being in the 4<sup>th</sup> calendar month after the Contract signing date, **unless otherwise indicated in the SCC**.

“Ro” is the remuneration or reimbursable expense payable on the basis of the rates set forth in Appendixes D and E;

“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in each payment component;

“b” is a fixed coefficient, stated in the relevant table of adjustment data, representing the adjustable portion in each payment component;

“Ln” is the current cost indices or references for period “n”, expressed in each of the relevant currencies of payment, each of which is applicable to the relevant tabulated cost element on the first day of the period “n”.

“Lo” is the base cost indices, stated in the relevant table of adjustment data, expressed in each of the relevant currencies of payment, each of which is applicable to the tabulated cost element on the Base Date.

## **7. FAIRNESS AND GOOD FAITH**

### **7.1 Good Faith**

The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

The Parties shall seek to resolve any dispute amicably by mutual consultation.

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in

writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 8.2 shall apply.

## **8.2 Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GCC 8.1 shall be submitted by either Party for settlement proceedings in accordance with the following provisions:

(a) Contract with foreign Consultants (or, in case of a Joint Venture, where the Lead Member is a foreign Consultant)

(i) Mediation

The Parties may agree to submit any dispute or disagreement that has not been settled amicably according to Clause GCC 8.1 to settlement proceedings under the "ICC ADR Rules" (Rules of Amicable Dispute Resolution of the International Chamber of Commerce).

(ii) Arbitration

If the dispute or disagreement cannot be settled amicably pursuant to Clause GCC 8.1, or if, where the settlement proceedings under Clause GCC 8.2(a)(i) are agreed, the dispute or disagreement has not been settled pursuant to the ICC ADR Rules within forty-two (42) days following the filing of a Request for ADR or within such other period as the Parties may agree in writing, such dispute or disagreement shall be finally settled under international arbitration (1) with proceedings administered by the arbitration institution designated in the SCC, and conducted under the rules of arbitration of such institution; or, if so specified in the SCC, (2) with proceedings administered by Japan Commercial Arbitration Association (JCAA) and conducted under the arbitration rules of JCAA; or (3) if neither an arbitration institution nor arbitration rules are specified in the SCC, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with the said arbitration rules.

(c) Contract with local Consultants (or, in case of a Joint Venture where the Lead Member is a local Consultant)

The Parties agree to submit any dispute or disagreement that

has not been settled amicably according to Clause GCC 8.1 to settlement proceedings under the laws of the Client's country.

## Section IX. Special Conditions of Contract

### Notes for the Client

This Section contains data and provisions specific to the country where the Project is to be executed, to the Client and to the assignment. The contents of this Section supplement the General Conditions of Contract (GCC).

Clause numbers in the SCC correspond to those in the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Clauses 1.1(f) & 1.6, 1.8, 1.9, 6.1(a), 6.4 and 6.5(c) shall be kept blank during the proposal stage but shall be filled in with the relevant data prior to signing of the Contract, when such data is known.

The “boxed” notes and italicized notes in this section are not part of the Request for Proposals, but contain guidelines and instructions for the Client. They shall be deleted from the actual Request for Proposals to be issued to the Consultants except for Clauses 1.8, 6.1(a) and 6.5(c) which shall only be deleted when the relevant data is filled in prior to signing of the Contract.

The lump-sum contract is normally used when the definition of the task to be performed is clear and unambiguous, when the commercial risks taken by the Consultant are relatively low and when therefore the Consultant is paid according to a schedule of payment based on the delivery of outputs under lump-sum payment.

While the lump-sum payment of the remuneration expenses allows the Consultant to mobilize the Expert flexibly and efficiency in terms of the working environment, the lump-sum payment of the reimbursable expenses may increase uncertainty due to the factor beyond the control of the Consultant. Thus, it is option to pay the reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services. The instruction for preparing the specific provisions to pay the reimbursable expenses in this method are provided in **the Guidance for preparing specific provisions for the Lump Sum Contract**.





## Special Conditions of Contract

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
<b>1.1 (a)</b>	The Applicable Guidelines are those published in [ <i>insert the date of issuance of the Guidelines applicable to this Contract (October 2023, April 2012, March 2009 or October 1999.)</i> ]
<b>1.1(b)</b>	The Contract shall be construed in accordance with the law of [ <i>insert country name, if different from the law of the Client's country. Otherwise state that "this Clause SCC 1.1(b) is not applicable."</i> ]
<b>1.1(e) &amp; 1.6</b>	Client's name and address: [ <i>insert Client's name, address and telephone number</i> ]
<b>1.1(f) &amp; 1.6</b>	Consultant's name and address: [ <i>insert Consultant's name, address and telephone number</i> ]
<b>1.4</b>	The Contract shall be executed in [ <i>insert one of the following Japanese, English, French, or Spanish</i> ]
<b>1.8</b>	The Lead Member is [ <i>insert name of member</i> ]  [ <i>If the Consultant consists of a JV, then the name of the firm whose address is specified in Clause SCC 1.6 shall be inserted here. If the Consultant consists only of a single firm, then delete the above and state "This Clause SCC 1.8 is not applicable."</i> ]
<b>1.9</b>	The Authorized Representatives are: For the Client : _____ For the Consultant : _____
<b>2.1(a)</b>	The other effectiveness conditions are: [ <i>insert effectiveness conditions; if none, state "This Clause SCC 2.1(a) is not applicable"</i> ]
<b>2.1(c)</b>	The advance payment security and the invoice shall be submitted within [ <i>insert number of days</i> ] days following the receipt of the notice.  [ <i>If the advance payment security and the invoice shall be submitted within a period exceeding 14 days, indicate the period above. If the period is 14 days, delete the above and state "This Clause SCC 2.1(c) is not applicable."</i> ]
<b>2.2</b>	The time period shall be [ <i>insert time period if different from that stated in</i>

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	<i>Clause GCC 2.2. Otherwise delete the above and state “This Clause SCC 2.2 is not applicable”.</i>
2.4	The time period shall be [ <i>insert time period, e.g.: thirty-six months</i> ].
3.4 (e) (i)	The number of months shall be [ <i>insert number, if different from that stated in Clause GCC 3.4(e)(i); otherwise delete the above and state “This Clause SCC 3.4(e)(i) is not applicable”</i> ]
3.4 (e) (ii)	The ceiling on Consultant’s liability shall be limited to the product of [ <i>insert a multiplier, usually equivalent to 1.0 or less</i> ] multiplied by the Contract Price.
3.5	<p>[<i>Choose appropriate sub-paragraphs and complete the paragraph below.</i>]</p> <p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or any Subconsultants or their Experts, with a minimum coverage of [<i>insert amount and currency or state “in accordance with the applicable law in the Client’s country” at RFP Stage. However, the amount and currency shall be stated in the Contract</i>];</p> <p>(b) professional liability insurance (PLI), with a minimum coverage of [<i>insert amount and currency</i>];</p> <p>[<i>The coverage shall not exceed the Contract Price or 1 billion Japanese Yen, whichever is smaller. The liability of Consultant specified in GCC/SCC 3.4 (e)(ii) does not need to be covered in its entirety by a PLI. It should also be noted that a PLI of a substantial amount may not be available at commercially reasonable rate and terms.</i></p> <p><i>The Client shall allow an option for the Consultant to include the cost of procuring a PLI as a Reimbursable Expense under FIN-4 in case the required coverage exceeds 500 million JPY and such requirement shall be specified in DS 11.1(a)(ii).</i></p> <p>Also, specify if;</p> <p>(i) A single-project PLI (i.e. PLI specific to the Contract) is required: or</p> <p>(ii) A PLI shall be taken out by a local insurer in accordance with the laws and regulations of the Client’s country.</p>

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	<p><i>Taking account of the nature of PLI, it is advisable not to require a single-project PLI unless any special circumstances justify to do so. In case either (i) or (ii) above is required, the Client shall allow an option for the Consultant to include the cost of procuring a PLI as a Reimbursable Expense under FIN-4 and such requirement shall be specified in DS 11.1(a)(ii).]</i></p> <p>(c) employer’s liability and workers’ compensation insurance in respect of the Experts of the Consultant and of any Subconsultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(d) insurance against loss of or damage to</p> <ul style="list-style-type: none"> <li>(i) equipment purchased in whole or in part with funds provided under this Contract,</li> <li>(ii) the Consultant’s property used in the performance of the Services, and</li> <li>(iii) any documents prepared by the Consultant in the performance of the Services.</li> </ul>
3.8	<p>The Client is entitled to use the documents prepared by the Consultant under this Contract for other projects, [<i>insert “with” or “without” as appropriate</i>] prior written permission of the Consultant.</p> <p><i>[If the Client is entitled to use the documents prepared by the Consultant under this Contract for other projects, then choose the appropriate wording above; otherwise delete the above and state “This Clause SCC 3.8 is not applicable.”.]</i></p>
5.1 (a) through (f)	<p><i>[Insert list of any changes or additions to assistance and exceptions specified in Clause GCC 5.1(a) to (f), consistent with the TOR. If none, state “This Clause SCC 5.1(a) through (f) is not applicable.”]</i></p>
6.1(a)	<p>The Contract Price is: [<i>insert amount and currency for each currency, as applicable</i>]</p>
6.2(b)	<p><i>[When the reimbursable expenses shall be paid in the schedule under Sub-Clause SCC 6.5(a), insert the following.]</i></p> <p>The reimbursable expenses shall be paid in accordance with the schedule under SCC 6.5 (a).</p>

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	<p><i>[When the reimbursable expenses shall be paid on the basis actually and reasonably incurred by the Consultant in the performance of the Services, refer to <b>Guidance for preparing Specific Provisions for the Lump-Sum Contract.</b>]</i></p>
<p><b>6.3 (a) &amp; (b)</b></p>	<p><i>[All relevant information on the Consultant’s liabilities with respect of duties, taxes and levies in this provision shall be consistent with DS 11.2(c).</i></p> <p><i>The Client shall indicate clearly which taxes, duties and levies are exempted and the relevant exemption categories (as described below), in accordance with the Exchange of Notes between the Client’s country and the Government of Japan, and under the law of the Client’s country.</i></p> <p><i>If the liabilities as to taxes, duties and levies shall be solely borne by the Consultant, delete all below and state “This SCC 6.3 (a) &amp; (b) is not applicable.”.]</i></p> <p>Exemptions from duties, taxes or levies which are described under this SCC 6.3 (a) &amp; (b) fall into two categories, namely:</p> <ul style="list-style-type: none"> <li>- “No Pay” category: The Consultant shall be entitled to exemption from tax liabilities falling into this category, without having to make any payment arising from or out of or in connection with such liabilities.</li> <li>- “Pay &amp; Reimburse” category: The Consultants shall be entitled to exemption from tax liabilities, falling into this category, provided that the Consultant first makes all payments arising from, or out of, or in connection with, such liabilities and then apply for reimbursement from the relevant authority, following the procedure prescribed by such authority.</li> </ul> <p><b>A. In accordance with the Exchange of Notes between the Government of the Client’s country and the Government of Japan:</b></p> <p>(i) &amp; (ii) duties, taxes and levies listed in the table below shall be exempted.</p> <p><i>[The Client shall add or modify tax liabilities as appropriate and indicate the exemption category of each of them in the table below.]</i></p>

GCC Clause No.	Amendments of, and Supplements to, GCC Clause		
	No.	Duty/ Tax/ Levy	Exemption Category
	1.	Corporate income tax, including withholding tax, on any Japanese companies, operating as a consultant, with respect to the income accruing from the supply of products and/or services to be provided under Japanese ODA Loans.	[Indicate whether "No Pay" or "Pay & Reimburse"]
	2.	Personal income tax on Japanese employees engaged in the implementation of the Project for their personal income derived from any Japanese companies operating as a consultant for the implementation of the Project.	[indicate whether "No Pay" or "Pay & Reimburse"]
	3.	Custom duties and related fiscal charges on any Japanese companies operating as a consultant, with respect to the import and re-export of their own materials and equipment needed for the implementation of the Project.	[indicate whether "No Pay" or "Pay & Reimburse"]
	<p>(iii) duties, taxes and levies listed below shall be paid by the Client on behalf of the Consultant:</p> <p>[insert list of duties, taxes and levies]</p>		
	<p>[Indicate in the table below, any other tax exemptions available to the Consultant in accordance with the law of the Client's country. If there is none, delete the paragraph below in its entirety.]</p>		
	<p><b>B. In addition to the above, in accordance with the law of the Client's country:</b></p>		
	<p>(i) &amp; (ii) duties, taxes and levies listed in the table below shall be exempted.</p>		
	No.	Duty/ Tax/ Levy	Exemption Category
	1	[insert duty/ tax/	[indicate whether "No Pay" or "Pay

GCC Clause No.	Amendments of, and Supplements to, GCC Clause												
	<table border="1" data-bbox="509 306 1408 533"> <tr> <td></td> <td><i>levy]</i></td> <td><i>&amp; Reimburse”]</i></td> </tr> <tr> <td>2</td> <td><i>[insert duty/ tax/ levy]</i></td> <td><i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i></td> </tr> <tr> <td>3</td> <td><i>[insert duty/ tax/ levy]</i></td> <td><i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i></td> </tr> <tr> <td>etc.</td> <td></td> <td></td> </tr> </table> <p>(iii) duties, taxes and levies listed below shall be paid by the Client on behalf of the Consultant:  <i>[insert list of duties, taxes and levies.]</i></p>		<i>levy]</i>	<i>&amp; Reimburse”]</i>	2	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>	3	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>	etc.		
	<i>levy]</i>	<i>&amp; Reimburse”]</i>											
2	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>											
3	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether “No Pay” or “Pay &amp; Reimburse”]</i>											
etc.													
<p><b>6.4</b></p>	<p>The currency (ies) of payment shall be the following:                      (i) <i>[insert name of the currency of the Client’s country (local currency)]</i>                      (ii) Japanese Yen (JPY)                      (iii) <i>[other international trading currency(ies), if any]</i></p> <p><i>[The currency(ies) shall be the same as that/those indicated in ITC 11.3 and in the Financial Proposal.]</i></p>												
<p><b>6.5(a)</b></p>	<p><i>[This provision shall be specifically drafted for each assignment. The following is a sample provision and some guidance for the drafter. When the reimbursable expenses shall be paid on the basis actually and reasonable incurred by the Consultant, this SCC 6.5 (a) should be prepared taking into account of <b>Guidance for preparing Specific Provisions for the Lump-Sum Contract.</b>]</i></p> <p>Payments shall be made according to the following schedule:</p> <p><i>[The following installments are indicative only; if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix A, Description of Services.]</i></p> <p>(a) Twenty (20) percent of the Sub-Total of Remuneration and Reimbursable Expenses shall be paid within twenty-eight (28) days after the receipt of the advance payment security and the invoice for advance payment.</p> <p>(b) Ten (10) percent of the Sub-Total of Remuneration and Reimbursable</p>												

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	<p>Expenses shall be paid within fifty-six (56) days after the receipt by the Client of the inception report.</p> <p>(c) Twenty-five (25) percent of the Sub-Total of Remuneration and Reimbursable Expenses shall be paid within fifty-six (56) days after the receipt by the Client of the interim report.</p> <p>(d) Twenty-five (25) percent of the Sub-Total of Remuneration and Reimbursable Expenses shall be paid within fifty-six (56) days after the receipt by the Client of the draft final report.</p> <p>(e) Twenty (20) percent of the Sub-Total of Remuneration and Reimbursable Expenses shall be paid within eighty-four (84) days after the approval by the Client of the final report.</p> <p>The payment for (b), (c) and (d) above can be withhold if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same fifty-six (56) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>The payment for (e) above shall be deemed approved by the Client within eighty-four (84) days after receipt of the final report by the Client unless the Client, within such eighty-four (84) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p>
<b>6.5(b)</b>	<p><i>[If no advance payment is made, insert the following.]</i></p> <p>The advance payment shall not be made.</p> <p><i>[If the advance payment security shall be valid for a period different from that specified in GCC, insert the following: Otherwise, delete this SCC.]</i></p> <p>The advance payment security shall be valid until <i>[insert the period]</i>.</p>
<b>6.5(c)</b>	<p>The accounts are:</p> <ul style="list-style-type: none"> <li>- for foreign currency or currencies: <i>[insert account]</i>.</li> <li>- for local currency: <i>[insert account]</i>.</li> </ul>

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
6.6 (a)	<p>Payment of the amount due in:</p> <p>(a) local currency, payable from the proceeds of the Loan shall be made through [<i>state the relevant disbursement procedure as set forth in the Loan Agreement</i>]; and</p> <p>(b) foreign currency, payable from the proceeds of the Loan shall be made through [<i>state the relevant disbursement procedure as set forth in the Loan Agreement</i>].</p> <p>The brochures describing the JICA’s Disbursement Procedures above are available at:  <a href="https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure/index.html">https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure/index.html</a>.</p>
6.8	<p><i>[Insert the following if the Contract Price is adjustable. Otherwise delete this SCC entirely.]</i></p> <p>The Contract Price shall be adjusted for rises and falls of cost of Remuneration and Reimbursable Expenses.</p> <hr/> <p><i>[Insert the following if the Contract Price is adjustable, and the periods of adjustment are different from: 12 months commencing from 13<sup>th</sup> calendar month after the Contract signing date in the case of remuneration, and 3 months commencing from 4<sup>th</sup> calendar month after the Contract signing date in the case of reimbursable expenses; otherwise delete the following entirety.]</i></p> <p>Period “n” applicable to the adjusted value “Rn” of:</p> <p>(a) any remuneration payable in:</p> <p>(i) foreign currency(ies) shall be [<i>insert number to indicate the interval</i>] months and, the first time, being in the [<i>insert number to indicate the month</i>]<sup>th</sup> calendar month after the Contract signing Date.</p> <p>(ii) local currency shall be [<i>insert number to indicate the interval</i>] months and, the first time, being in the [<i>insert number to indicate the month</i>]<sup>th</sup> calendar month after the Contract signing Date.</p> <p>(b) any reimbursable expense payable in:</p> <p>(i) foreign currency(ies) shall be [<i>insert number to indicate the interval</i>] months and, the first time, being in the [<i>insert number to indicate the</i></p>



GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	<p data-bbox="548 310 1211 344">month]th calendar month after the Contract signing date.</p> <p data-bbox="516 852 1398 957">(ii) local currency shall be [insert number to indicate the interval] months and, the first time, being in the [insert number to indicate the month]th calendar month after the Contract signing date.</p>
<b>8.2(a)(ii)</b>	<p data-bbox="451 1052 1414 1157">(1) administrated by [insert name of the arbitration institution. Otherwise delete this SCC 8.2(a)(ii) .]</p> <p data-bbox="451 1199 1414 1304">(2) conducted under [insert name of the arbitration rules. Otherwise delete this entire SCC 8.2(a)(ii).]</p>

## Guidance for preparing Specific Provisions for the Lump-Sum Contract

### Notes for the Employer

This guidance is intended to assist the writers of the project specific provisions by providing options for certain Sub-Clauses where appropriate.

The lump-sum contract is normally used when the definition of the task to be performed is clear and unambiguous, when the commercial risks taken by the Consultant are relatively low and when therefore the Consultant is paid according to a schedule of payment based on the delivery of outputs under lump-sum payment.

While the lump-sum payment of the remuneration expenses allows the Consultant to mobilize the Expert flexibly and efficiency in terms of the location of the Services, the lump-sum payment of the reimbursable expenses may increase uncertainty due to the factor beyond the control of the Consultant. Thus, it is option to pay the reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services. The instruction for preparing the specific provisions to pay the reimbursable expenses in this method are provided in this Guidance.

**“Guidance for preparing Project Specific Provisions for the Lump-Sum Contract”** shall be deleted from the actual RFP to be issued to the Consutants.

### Specific Provisions Related to Lump-Sum Contract

*[Notes for the Client: The following is an example of Sub-Clause SCC 6.2 and 6.5(a) to pay the reimbursable expenses on the basis actually and reasonably incurred by the Consultant in the performance of the Services instead of on the lump-sum basis.]*

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
6.2(b)	<p><i>[When the reimbursable expenses is paid on the basis actually and reasonably incurred by the Consultant in the performance of the Services, insert the following in SCC 6.2 (b).]</i></p> <p>The Client shall pay to the Consultant reimbursable expenses on the basis of Unit Rate Reimbursement (URR) or Actual Cost Reimbursement (ACR) described below. The reimbursable expenses consist of:</p> <p>(i) <b>Unit Rate Reimbursement (URR)</b> means the expenses which are reimbursed by the Client based on the Contract unit rates as adjusted in accordance with the Clause GCC 6.8, upon incurring of such expense by the Consultant or elapse of the relevant interval or period indicated in the Contract (such as months). For this reimbursements, submission of any evidence of expenses incurred (such as receipt, delivery records, tickets) is not required in Clause SCC 6.5(a) and price adjustments stipulated in Clause GCC 6.8 shall apply.</p> <p>(ii) <b>Actual Cost Reimbursement (ACR)</b> means the expenses which are reimbursed by the Client based on the actual cost incurred by the Consultant upon incurring of such expense. For such reimbursements, submission of evidence of expenses incurred (such as receipt, delivery records, tickets) is required, and price adjustments stipulated in the Clause GCC 6.8 shall not apply.</p>
6.5(a)	<p><i>[When the reimbursable expenses is paid on the basis actually and reasonably incurred by the Consultant in the performance of the Services, SCC 6.5 (a) should be specifically drafted for each assignment. The following descriptions are indicative only.]</i></p> <p><b>[Remuneration expenses]</b> Payments of the remuneration portion of the Contract Price shall be made according to the following schedule:</p> <p>(a) Twenty (20) percent of the Sub-Total of remuneration portion of the Contract Price shall be paid within twenty-eight (28) days after the receipt of the advance payment security and the invoice for advance payment.</p> <p>(b) Ten (10) percent of the Sub-Total of remuneration portion of the Contract Price shall be paid within fifty-six (56) days after the receipt by the Client of the inception report and the invoice.</p>

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	<p>(c) Twenty-five (25) percent of Sub-Total of remuneration portion of the Contract Price shall be paid within fifty-six (56) days after the receipt by the Client of the interim report and the invoice.</p> <p>(d) Twenty-five (25) percent of the Sub-Total of remuneration portion of the Contract Price shall be paid within fifty-six (56) days after the receipt by the Client of the draft final report and the invoice. -</p> <p>(e) Twenty (20) percent of Sub-Total of remuneration portion of the Contract Price shall be paid within eighty-four (84) days after the approval by the Client of the final report and the invoice.</p> <p>The payment for (b), (c) and (d) above can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same fifty-six (56) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>The payment for (e) above shall be deemed approved by the Client within eighty-four (84) days after receipt of the final report by the Client unless the Client, within such eighty-four (84) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p><b>[Reimbursable expenses]</b>                      The Consultant is entitled to request payment for the reimbursable expenses which has already incurred at the time the respective remuneration expenses in (b), (c), (d) and (e) above has been requested. The payment of reimbursable expenses can be withheld when the corresponding payment of the remuneration is withheld.</p>

## **Section X. Appendices**

### **Notes for the Client**

The Appendices complement the Contract by describing the Services, specifying reporting requirements, Expert schedule etc., and by providing cost data such as cost breakdowns, price adjustment data.

The Appendices shall be finalized and completed during negotiations of Contract and shall be attached to the Contract documents. They may be left unfilled during the proposal stage.

The Acknowledgment of Compliance with the Guidelines for Employment of Consultants under Japanese ODA Loans included in Section III, Technical Proposal Forms and Section V, Eligible Source Countries of Japanese ODA Loans shall be attached to the Contract as appendices.

## Appendices

### List of Appendices

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Appendix B – Expert Schedule.....	4
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Appendix D – Remuneration Cost Breakdown .....	6
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## **Appendix A – Description of Services**

*[This Appendix will include the final Terms of Reference worked out by the Client and the Consultant during the negotiations.]*

*In accordance with Clause GCC3.7.1 Reporting Obligations, GCC 5.1, GCC 5.4(a) and GCC 5.5(a), services, facilities properties and counterpart personnel to be provided by the Client and the timing and manner in which they shall be provided shall be described here.]*

## Appendix B – Expert Schedule

*[Insert a table based on Form TECH-7 of the Consultant’s Technical Proposal as finalized during the Contract negotiations. Attach the CVs demonstrating the qualifications of Key Experts (Form TECH-6 of the Consultant’s Technical Proposal) updated and signed by the respective Key Experts.]*

*In addition, include the following provisions, as appropriate, if the Expert Schedule to be inserted as above does not contain such provisions.]*

“For the purposes of this Appendix B – Expert Schedule, the following shall apply:

1. Months are counted from the start of the assignment. For each Expert, the input for home and field work shall be indicated separately.
2. Home Work and Field Work
  - (a) “**Home Work**” means:
    - (i) in case of an International Expert, work carried out in his/ her country of residence.
    - (ii) in case of a Local Expert, work carried at his/her normal place of work.
  - (b) “**Field Work**” means:
    - (i) in case of an International Expert, work carried out in a country other than his/ her country of residence.
    - (ii) in case of a Local Expert, work carried at a place other than his/ her normal place of work.”



## **Appendix C – Summary of Cost Breakdown**

*[insert Form FIN-2 of the Consultant's Financial Proposal as finalized during the Contract negotiations]*

## Appendix D – Remuneration Cost Breakdown

*[Insert Form FIN-3 of the Consultant’s Financial Proposal as finalized during the Contract negotiations.]*

*In addition, please include the following provisions, as appropriate, if the Remuneration Cost Breakdown to be inserted as above does not contain such provisions.]*

“For the Purposes of this Appendix D – Remuneration Cost Breakdown, the following shall apply:

1. Full-time Employee, Other Source Experts and Independent Experts
  - (a) “Full-time (FT) employee” means an employee of the lead firm or joint venture member or Subconsultant;
  - (b) “Other Source (OS) Experts” means an Expert provided by another source that is not the Consultant or Lead firm or a member firm of a JV or a Subconsultant firm;
  - (c) “Independent Expert (IP)” means independent/ self-employed Expert.
  
2. For computation of remuneration payable to Experts:
  - (a) payments for periods of less than one month shall be calculated:
    - (i) on an hourly basis for the actual time spent in the Consultant’s home office and directly attributable to the Services (one hour being equivalent to  $1/X^{\text{th}}$  of a month where  $X$  = number of working hours per day multiplied by number of working days per month, usually 176 (8 x 22)); and
    - (ii) on a calendar-day basis for the time spent away from the Consultant’s home office (one day being equivalent to  $1/30^{\text{th}}$  of a month; irrespective of the number of monthly working days stated in Appendix B (Expert Schedule) and the number of calendar days in the subject month).
  - (b) in case of an International Experts working away from the Consultant’s home office, the times spent for international travel between the country where he/she works (e.g. the Client’s country) and his/her country of residence (calculated from departure to arrival) shall be considered as working days for all purposes of this Contract, and shall be added to the working period.
  
3. Home Office Rate and Field Rate
  - (a) “Home Office Rate” means remuneration rate which applies when an International Expert works in his/her country of residence or a Local Expert works in his/her usual place of work.
  - (b) “Field Rate” means remuneration rate which applies when an International Expert works in a country other than his/her country of residence or a Local Expert works in a place other than his/her usual place of work.

## Appendix E – Reimbursable Cost Breakdown

*[Insert Form FIN-4 of the Consultant’s Financial Proposal as finalized during the Contract negotiations.]*

*In addition, include the following provisions, as appropriate, if the Reimbursable Cost Breakdown to be inserted as above does not contain such provisions.]*

“For the Purposes of this Appendix E – Reimbursable Cost Breakdown, the following shall apply:

- (1) “Per Diem” means the daily rate (i.e., one rate for all locations) which shall be calculated as the weighted average (cost per day), on the basis of 30 days per calendar month, considering the cost of accommodation, meals and all other similar expenses, reasonably incurred by:
  - (a) an International Expert, when he/she works in a country other than his/ her country of residence.
  - (b) a Local Expert, when he/she works at an any place other than his/ her normal place of work.
- (2) With respect of the international travel expenses, the following shall apply:
  - (a) International travel costs will show the airfares needed by International Experts to travel from their home office, or regular place of work, to the field, by the most appropriate and the most direct practicable route. Air travel cost shall be estimated by business class for senior experts (normally more than 18 years of working experiences) except for short-distance (less than 8 hours) flights and economy class for other experts.
  - (b) For International Experts spending twenty-four (24) consecutive months or more in the Client’s country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Client’s country. Such International Experts will be entitled to such extra round trip only if upon their return to the Client’s country, such International Experts are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.
  - (c) Air transport for dependents: the cost of transportation to and from the Client’s country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the International Experts assigned to resident duty in the Client’s country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Client’s country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the International Experts will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.
  - (d) The number of round trips, the cost for each trip and destinations is shown under “air travel”.

- (3) A separate item “Miscellaneous Travel Expenses” is shown to cover a lump sum allowance per round trip for processing necessary travel documents (passport, visas, travel permits), airport taxes, transport to and from airports, inoculations, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight for each International Expert and each eligible dependent, etc.

## **Appendix F – Table of Adjustment Data**

### **Table A. Local Currency**

*[insert Table A. Local Currency of Form FIN-5 of the Consultant's Financial Proposal as finalized during the Contract negotiations]*

**Table B. Foreign Currency**

*[insert Table B. Foreign Currency of Form FIN-5 of the Consultant's Financial Proposal as finalized during the contract's negotiations]*

## Appendix G – Form of Advance Payment Security

*[Insert hereunder an acceptable form of an advance payment security. An example is set forth below. Reference shall be made to Clause 6.5(b) of the Conditions of Contract.]*

*If the form given below is used, in the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.]*

### Bank Guarantee for Advance Payment

\_\_\_\_\_ *[bank's name and address of issuing branch or office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Client]*

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of Consulting Firm or name of the Joint Venture, same as appears in the signed Contract]* (hereinafter called “the Consultants”) has entered into Contract No. *[reference number of the contract]* dated *[date]* with you, for the provision of *[brief description of Services]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultants, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number \_\_\_\_\_ at [*name and address of Bank*].

This guarantee shall expire, at the latest, upon our receipt of the certified payment certificate issued by you indicating that the total payments have reached fifty (50) percent of the Contract Price, or on the \_\_\_ day of [*month*] [*year*]<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

\_\_\_\_\_  
[*signature(s)*]

**Note:** *All italicized text is to assist in preparing this form and shall be deleted from the completed form submitted to the Client.*

\_\_\_\_\_  
<sup>2</sup> Insert the expected expiration date.



**Appendix H – Acknowledgment of Compliance with Guidelines for the  
Employment of Consultants under Japanese ODA Loans**

*[The completed Form TECH-9 in Section III, Technical Proposal Forms is used for this Appendix.]*

## **Appendix I – Eligible Source Countries of Japanese ODA Loans**

*[The Client shall insert Form Section V, Eligible Source Countries of Japanese ODA Loans, in this Appendix.]*

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