

***GUIDE FOR EMPLOYMENT PROCEDURES
AND EVALUATION OF CONSULTANTS
UNDER JAPANESE ODA LOANS***



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

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Revisions

October 2023 (version 2.1)

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 1.2.3 have been modified accordingly.

Preface

This Guide for Employment Procedures and Evaluation of Consultants under Japanese ODA Loans (hereinafter referred to as “Guide”) has been prepared by the Japan International Cooperation Agency (JICA), for use by the Borrowers of Japanese ODA Loans (The term “Borrower” used in this document also refers to the “Executing Agency” of a project financed by Japanese ODA Loans and the “Client” in the contract for consulting services for the project.) in the employment procedures and evaluation of Proposals, in accordance with the provisions of the Guidelines for the Employment of Consultants under Japanese ODA Loans, April 2012 or October 2023 (hereinafter referred to as “Consultant Guidelines”).

This Guide is a reference to assist in understanding the Consultant Guidelines and the Standard Request for Proposals, October 2019 (hereinafter referred to as “SRFP”). Therefore, in case of ambiguities or discrepancies between this Guide and the provisions of the Consultant Guidelines or those of the provisions of the Request for Proposals (hereinafter referred to as “RFP”), the provisions of the Consultant Guidelines or the actual RFP will prevail over the Guide.

Abbreviations and Terms

Abbreviation/Term	Full Terminology/Definition
Borrower/Executing Agency/Client	The government, government agency or other entity that signs the Loan Agreement with JICA, implements the project and signs the contract for the services with the selected Consultant. The words “Borrower,” “Executing Agency” and “Client” are used synonymously in this Guide.
Consultant	Any firm or a joint venture that may provide or provides the services to the Client under the contract.
Expert	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.
Expressions of Interest (EOI)	One of the means to prepare a Short List at the initial stage of Consultant selection.
International Expert	An expert who has expertise which is generally difficult to be procured in the Borrower’s country.
Joint Venture (JV)	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.
Key Expert	An individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the services under the Contract and whose Curriculum Vitae (CV) is taken into account in the technical evaluation of the Consultant’s Proposal.
Local Expert	An expert whose expertise can be procured in the Borrower’s country.
Non-Key Expert	An individual professional who is assigned to perform the services or any part thereof under the Contract and whose CV is not evaluated individually.
ODA	Official Development Assistance
Quality- and Cost-Based Selection (QCBS)	A selection method based on the evaluation of both the Technical and Financial Proposals.
Quality-Based Selection (QBS)	A selection method based on evaluation of only the Technical Proposals.
Request for Proposals (RFP)	Documents to be prepared by the Client for the selection of Consultants, based on the Standard Request for Proposals (SRFP).
Short List	List of Consultants invited to submit Proposals.
Terms of Reference (TOR)	Integral part of the RFP that describes the objectives, scope of services, activities and tasks to be performed and their timing, the relevant

Abbreviation/Term	Full Terminology/Definition
	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.

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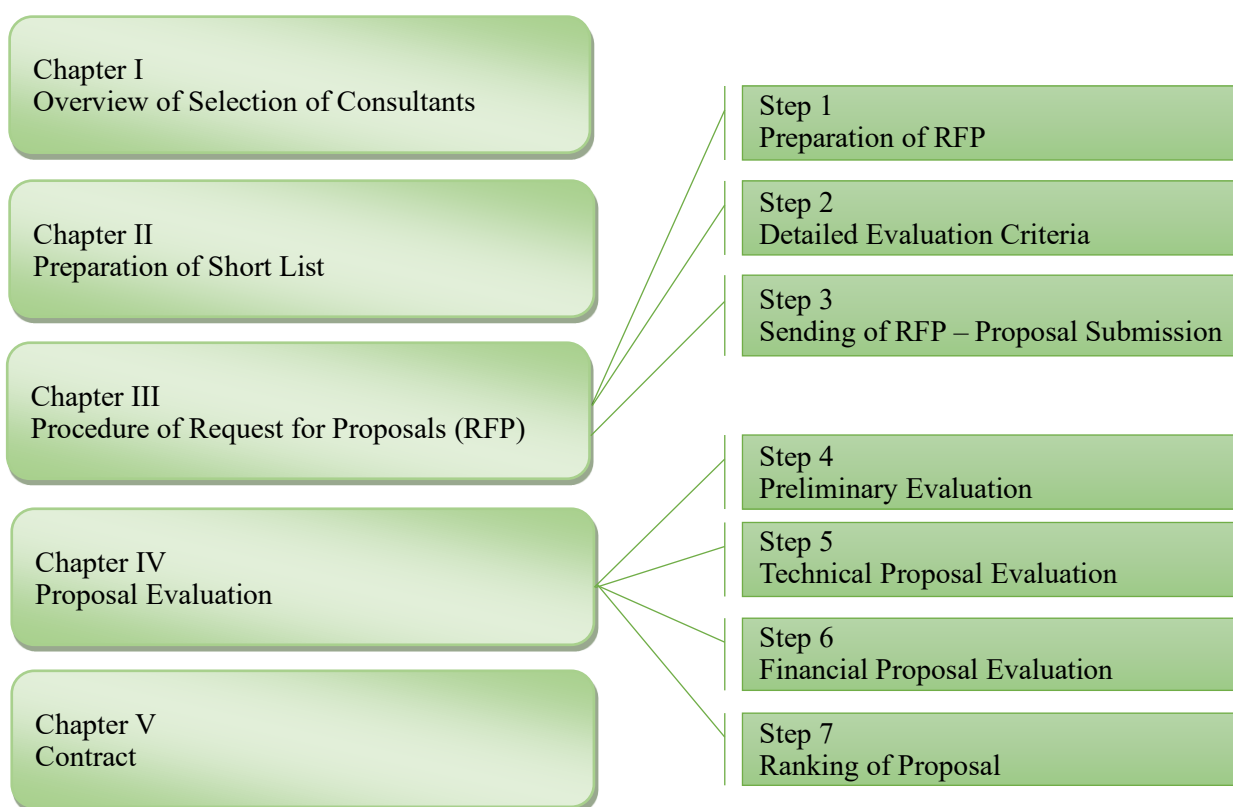
COMPOSITION AND PURPOSE OF THIS GUIDE

The required procedures for the evaluation and selection of Consultants are set out in Chapters I to V of this Guide.

The purpose of this Guide is to provide a supplementary explanation to assist in fully understanding the application of the Consultant Guidelines (April, 2012) and the SRFP (October, 2019). To ensure that selection of Consultants is undertaken smoothly and properly, JICA recommends that the Borrower refer to this Guide.

In case an individual Consultant or a nongovernmental organization etc. is procured, some procedures defined in this Guide are not applicable. (refer to clause 1.4.2.5)

The content of this Guide is summarized below. The examples of some other documents for procurement procedure than the SRFP are attached to this Guide as reference as Annexes I to V.



Annexes

Annex I	Example of Request for Expressions of Interest (REOI)
Annex II	Example of Detailed Evaluation Criteria for Technical Proposal
Annex III	Example of Score Sheet for Technical Evaluation
Annex IV	Example of Technical Evaluation Report
Annex V	Example of Final Evaluation Report (QCBS)

CHAPTER I. OVERVIEW OF SELECTION OF CONSULTANTS

1.1 General Considerations

In order to aim for further sustainable development, it is indispensable for developing countries to improve various sections of their economic and social infrastructure. With proper attention to soft components such as education, human resources development, health, poverty alleviation, social development and environmental conservation, the greater benefits of sustainability of infrastructure development can be ensured. Although infrastructure development needs the use of various technologies and substantial funding, these technologies and funds are not available locally. In many cases, the required technology and funds are provided from outside the country through international funding agencies or bilateral financial assistance.

Often, specialized Consultants possessing sufficient expertise in specific fields and skills for comprehensive management are outsourced by the Executing Agencies to implement infrastructure development projects. Technology transfer and human resources development for the Executing Agencies are recently an important component especially for the international multilateral or bilateral financial assistance schemes.

The keys to the successful implementation of various infrastructure and social development projects are: (i) responding to diversified public needs, (ii) attention to safety considerations, and (iii) a minimized project life-cycle cost by introducing innovative methods or alternate solutions. For project planning and implementation, not only the Borrower and beneficiaries in the country but also all the other stakeholders related to the project must be taken into consideration. With these points in mind, a Consultant has to give appropriate advice to the Borrower at each project stage such as project preparation, studies, design, construction supervision, operation and maintenance.

Especially for public sector projects, a Consultant needs to advise and work impartially and introduce alternate solutions without bias for the economic and efficient implementation of the project. The fields of consulting services required have recently expanded into soft areas, such as education, healthcare, poverty reduction and environment improvement, from the original hard areas such as structural design.

In addition, it is most important that the Consultants exercise their functions impartially in accordance with the highest standard of ethics.

The fee paid to a Consultant is a small fraction of the total project life-cycle cost and yet a Consultant plays a most important role in the successful implementation and maximized effectiveness of any project. A Consultant must provide high quality services in their areas of technical competence and focused attentiveness to the main issues.

The Borrower may, in the case of supervision of work and/or project management, delegate to a Consultant a variable range of authority to act on the Borrower's behalf. The Consultant may be given full responsibility to make final decisions in the role of an independent engineer or may act as an advisor to the Borrower with less authority to make decisions. The nature of, and the limits to, the authority delegated to the Consultant, as well as the scope and the nature of the responsibilities which the Consultant is to assume, shall be clearly defined in the Terms of Reference (TOR) agreed between the Borrower and JICA and in the contract between the Borrower and the Consultant.

As indicated in Section 1.01(3) of the Consultant Guidelines, main considerations in selecting Consultants are **quality, efficiency, transparency in the selection process** and **non-discrimination** among eligible Consultants for contracts. In the majority of cases, these considerations can best be addressed through competition among qualified shortlisted Consultants in which the selection is based on the expertise proposed by the Consultant and, where appropriate, on the cost of the services to be provided.

1.2 General Provisions

1.2.1 Procurement Procedure, Applicable Guidelines and Standard Procurement Document

As specified in the Loan Agreement, employment of Consultants to be financed out of the proceeds of the Loan shall be in accordance with the Consultant Guidelines¹.

Borrowers shall use the applicable SRFP of the latest version issued by JICA² with minimum changes acceptable to JICA, as necessary to address project-specific conditions. [*Consultant Guidelines, 3.05*]

JICA may review the Borrower's selection procedures, documents and decisions. The Borrower shall submit to JICA, for JICA's reference, any related documents and information as JICA may reasonably request. The Loan Agreement will specify the extent to which review procedures will apply in respect of consulting services to be financed by Japanese ODA Loans. In general, decisions relating to employment of Consultants subject to JICA's review and concurrence are shown in Figure 1.1 below. [*Consultant Guidelines, 1.05*]

¹ The version of the Guidelines that applies to a particular Loan is specified in the Loan Agreement. The provisions of this Guide are based on the Guidelines issued in April 2012 and the Guidelines issued in October 2023.

² This Guide is prepared based on the SRFP under Japanese ODA Loans, October 2019.

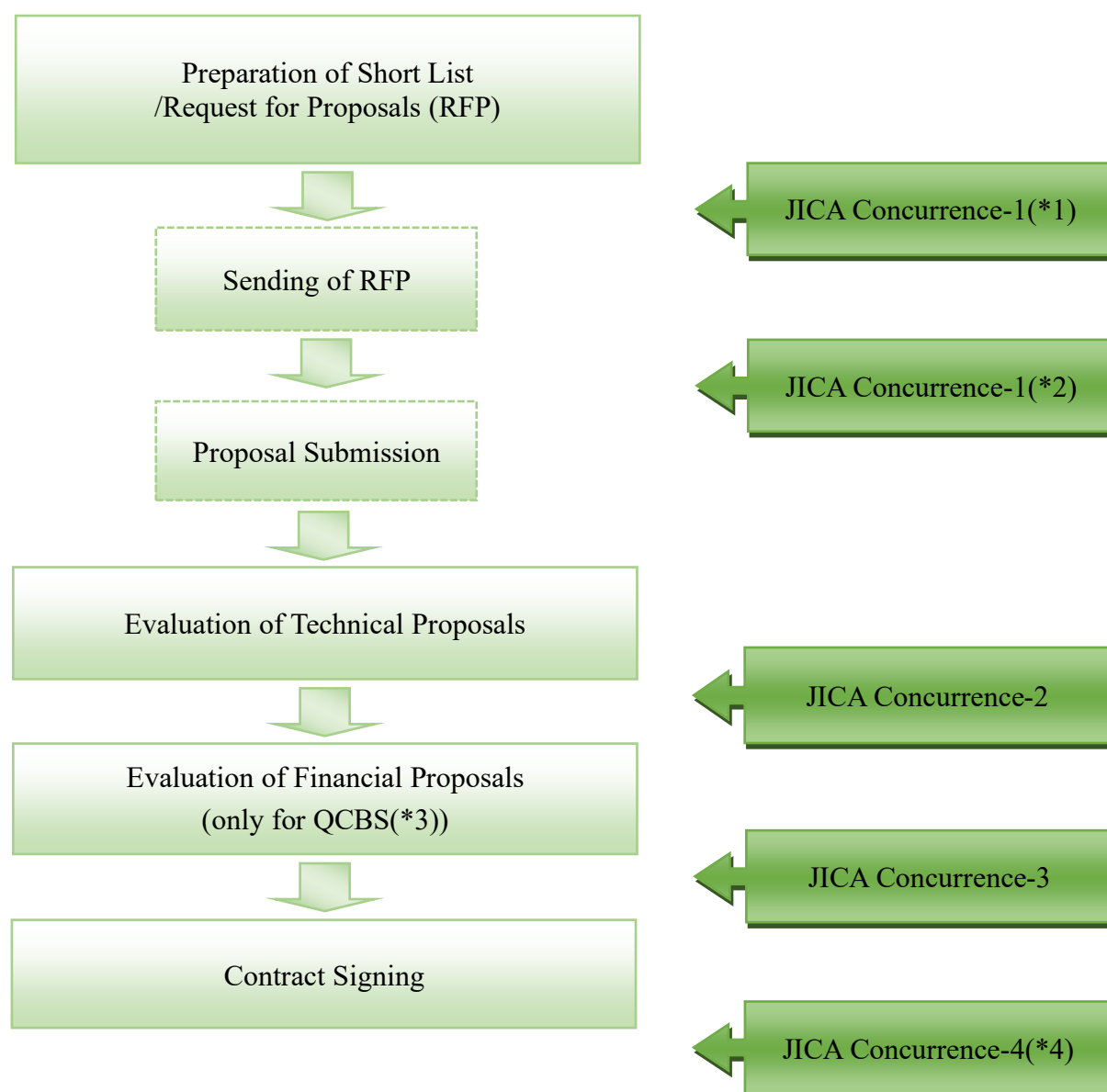


Figure 1.1 Flow Chart of Consultant Selection Procedure and Concurrence of JICA

- *1 The Short List and the RFP shall be concurred before “Sending of RFP” and detailed evaluation criteria shall be concurred before “Proposal Submission”.
- *2 “Detailed Evaluation Criteria” shall be concurred before the date of the proposal submission. If possible, it should be concurred at the same timing with the S/L and the RFP.
- *3 “Final Evaluation Report” including financial evaluation is prepared and submitted for the review and concurrence only under QCBS which evaluates both Technical and Financial Proposals.
- *4 Important modification of a contract conditions or the other documents reviewed and concurred by JICA, that occurred during contract negotiation shall require the prior written concurrence of JICA.

1.2.2 Eligibility[SRFP, ITC 5 and 10.2]

A firm or an individual who does not meet any of the conditions stipulated in paragraph (1) of Section 1.04 in the Consultant Guidelines shall be ineligible to be awarded a contract funded with Japanese ODA Loans. As mentioned in the paragraph, a Consultant shall be a firm or an individual selected based on its own capability, not based on experience or financial position of any affiliated entities (such as the parent company(ies), group company(ies), subsidiary(ies) or other affiliate(s)). [*Consultant Guidelines, 1.04*]

If a firm integrates with or separates from another company, the Executing Agency should confirm the capability of the firm with the evidence to justify that the firm is capable to succeed the required performance appropriately in terms of finance, human resource and experience etc.

“Eligible Source Country” shall be stipulated in Section V of the RFP as agreed between the Borrower and JICA in the Schedule 4 of the Loan Agreement.

1.2.3 Corrupt and Fraudulent Practices[Consultant Guidelines, 1.06 / SRFP, ITC 4]

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

- (a) reject the result of evaluation of Proposals if it determines that the Consultant evaluated as the highest-ranked has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) 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 corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA; and
- (c) 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. The Borrower shall confirm the eligibility of Consultants from this point of view. In case Consultant Guidelines October 2023 is applied, 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 sub-consultant so debarred if, in the Borrower’s view, the ineligibility of such consultant or sub-consultant would result in a clear and substantial disadvantage to the Borrower.

The Borrower shall require Consultants to include in their Proposals and contract documents a letter of acknowledgement to declare that the Consultant is eligible in accordance with the applicable Consultant Guidelines as Form TECH-9 in the SRFP. Even when Single-source selection (refer to clause 1.4.2.4) is used for the selection of Consultants, the Borrower shall require Consultants to submit the letter.

1.2.4 Conflict of Interest[*Consultant Guidelines, 1.07 / SRFP ITC 3*]

A consultant shall not have a conflict of interest. In principle, if it is found that a Consultant has a conflict of interest, that Consultant shall be disqualified from the selection unless the conflict has been resolved in a manner acceptable to JICA. The subconsultants shall have no conflict interest in accordance with ITC 3 and without limitation on the generality of the foregoing the Consultant including subconsultants shall not be hired under the circumstances set forth below. The followings are some examples that are determined to have a conflict of interest are described in the Consultant Guidelines:

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

A Consultant that has been engaged in providing goods or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that Consultant, 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 affiliate that directly or indirectly controls, is controlled by, or is under common control with that consultant, 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

In principle, neither Consultant nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that Consultant, 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 the Borrower's professional personnel who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract, or (iii) the supervision of such contract, shall be disqualified.

Therefore, a Consultant and a state-owned companies that have any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Borrower may be disqualified from providing consulting services, if they have exchange of personnel in a form of secondment, other personal connection and/or a close business relationship with the Borrower. For example, if the board member of the Borrower is concurrently serving as a board member of the Consultant, this is a case of disqualification.

- (d) Based on the "One Bid Per Bidder" principle

The Consultant may be a single firm or a Joint Venture (herein after referred to as "JV"). In case of a JV, all members shall be jointly and severally liable for the execution of the contract in accordance with the contract terms. The Consultant may also associate with other firms or individuals as subconsultants, in which case such other firms or individuals shall not be liable for the contract. Here, however, based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a Consultant, and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that Consultant shall not be allowed to submit more than one proposal. A Consultant (including its affiliate), if acting in the capacity of a subconsultant in one Proposal, may

participate in other Proposals, only in that capacity.

The diagram (Figure 1.2) shows the principle of “One Bid Per Bidder” stipulated above. “X(1)” and “X(2)” in the diagram stand for the same firm or the affiliates.

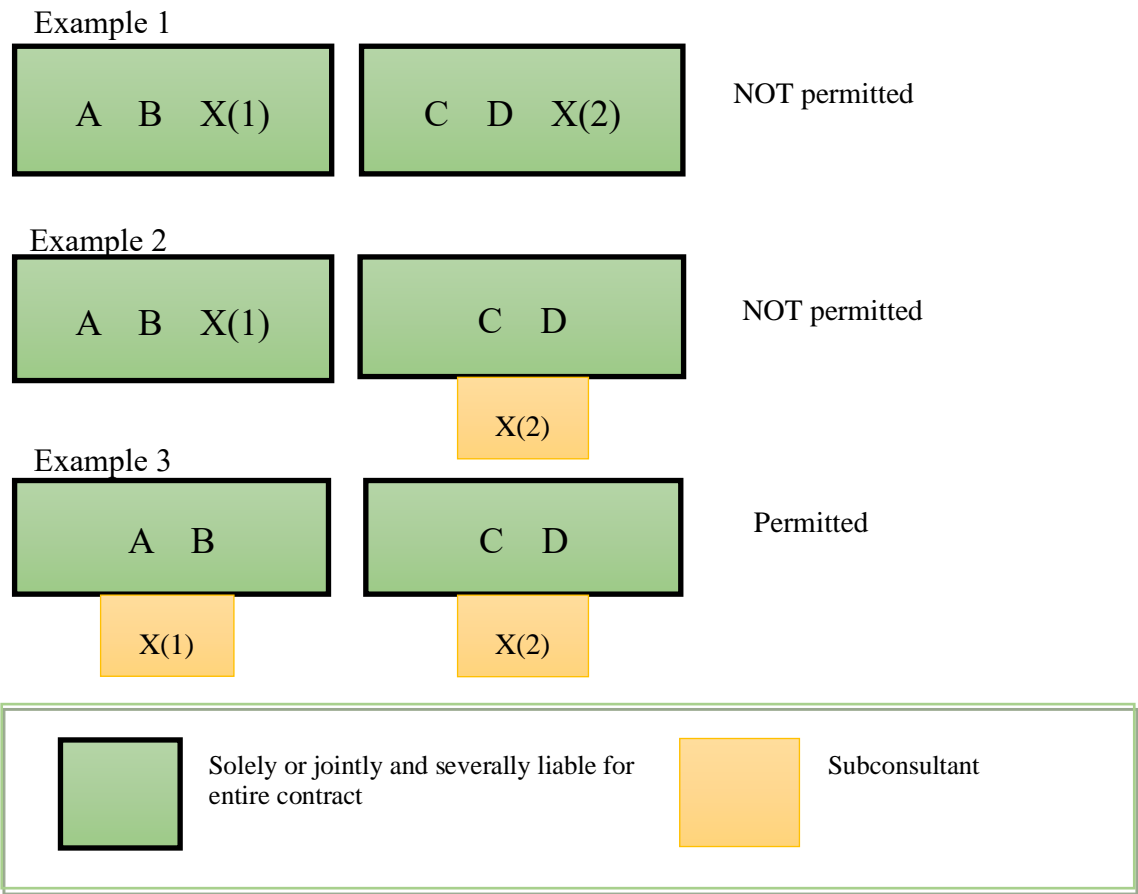


Figure 1.2 “One Bid Per Bidder” Principle

1.3 Evaluation System/Organization

1.3.1 Establishment and Organization of Evaluation Committee

The establishment of an Evaluation Committee is crucial in ensuring a fair and objective evaluation of the Technical and Financial Proposals. It is recommended to have at least three (3) members. As each member of the Evaluation Committee is required to be familiar with the TOR and the evaluation criteria, it is recommended that the Evaluation Committee be established before the finalization of the RFP.

The evaluation of Proposals must be based on the professional judgment of competent and impartial evaluators. Although all the members of the Evaluation Committee need not be experts in specific fields covered by the project, individuals who do not have any knowledge of the areas related to the project should not be appointed. It is preferable that the members of the Evaluation Committee should have experience in the evaluation of Proposals.

Members of the Evaluation Committee are required to maintain the highest standards of

integrity when carrying out the evaluation and should not have any communication with shortlisted Consultants from the date of their appointment to the date on which the contract is awarded, except in cases of official clarification related to the Proposal.

1.3.2 Outline of Evaluation Procedures Performed by Evaluation Committee

1.3.2.1 Setting Evaluation Criteria

After the Evaluation Committee has been appointed, its members should establish the evaluation criteria and subcriteria for the Technical Proposals. The evaluation criteria and subcriteria shall be specified in the ITC 14.3. Also, the Evaluation Committee should prepare detailed evaluation criteria at latest before the deadline for submission of Proposals by Consultants, so as to confirm that there is a common understanding of the evaluation process and method for the Technical Proposals, including evaluation criteria, subcriteria, and definition of the grade and the rating system. When the Evaluation Committee defines the evaluation criteria and subcriteria, they should define the grade of each criterion or subcriterion, by establishing what will be considered "Poor," "Below Average," "Average," "Good" and "Excellent" (refer to clause 3.2.4.5).

1.3.2.2 Public Opening of Technical Proposals

The Technical Proposals shall be opened publicly (refer to clause 4.1.1).

1.3.2.3 Preliminary and Technical Proposal Evaluation

After the opening of the Technical Proposals, the evaluation should be carried out independently by each member of the Evaluation Committee in accordance with the criteria specified in the RFP (refer to Chapter IV), and then the Evaluation Committee should meet to review all the evaluation results. In case that scores given by each member for each Proposal are different, the Evaluation Committee should examine the differences and some members may revise their scores, if necessary. The Evaluation Committee should then calculate the average of the scores allocated by all members under each of the criteria and establish the ranking of the Technical Proposals. The above process should be meticulously recorded.

1.3.2.4 Preparation of Evaluation Report of Technical Proposals

The Evaluation Committee prepares the evaluation report of Technical Proposals. It may be asked to give the details or supplemental explanation for JICA's review and concurrence and the Borrower's superior organization, if any, but should not ask the Consultants for any change in the evaluation results made in accordance with the evaluation criteria stipulated in the RFP.

1.3.2.5 Public Opening of Financial Proposals

<Applicable only to QCBS>

The Financial Proposals shall be opened publicly (refer to clause 4.3.1) after JICA's review and concurrence on the results of evaluation of the Technical Proposals.

1.3.2.6 Financial Proposal Evaluation and Ranking of Proposals

<Applicable only to QCBS>

The Evaluation Committee should review the detailed content of each Financial Proposal, and calculate the scores of the evaluated prices (refer to clause 4.3.2). The Evaluation Committee should weight and combine the scores of the Technical and Financial Proposals to obtain a final ranking of the Proposals.

1.3.2.7 Preparation of Final Evaluation Report

<Applicable only to QCBS>

The Evaluation Committee prepares the final evaluation report and determines the recommendation for award for JICA's review and concurrence.

1.3.2.8 Process to be Confidential [*Consultant Guidelines, 3.14*]

No information relating to the evaluation of Proposals and recommendations concerning award shall be disclosed to any persons not officially concerned with this process until a contract has been awarded to a Consultant.

1.4 Preparation of Procurement

1.4.1 Terms of Reference (TOR)

1.4.1.1 Preparation of Terms of Reference

The TOR is the key document to be prepared for the selection of Consultants. The TOR shall describe the scope of the consulting services and the expected output of the services in as much detail as possible, because it is required in Consultant selection and evaluation process. It shall also include information on the background of the project, specifications to be used in its design, and all the conditions under which services shall be executed and performed. The Borrower shall prepare the TOR and agree with JICA at the appraisal.

The items required to be included in the TOR are detailed in Table 1.1. The relevance of an item will depend on the nature of the project.

Table 1.1 Composition of Terms of Reference (Example)

Chapter No.	Chapter Name	Clause Name
1	Background	Source of Funds The Outline of the Project Expected Contract Packages Technical Information Related Projects
2	Objectives of Consulting Services	Applicable Consultant Guidelines Objectives of Consulting Services
3	Scope of Consulting Services (*1)	
4	Expected Time Schedule (*2)	
5	Staffing (Expertise required)	Qualification of Key Experts Qualification of International Non-Key Experts Scope of Works for the Respective Personnel
6	Reporting	
7	Obligations of the Executing Agency (Client)	Assistance and Exemption Services, Facilities and Property of (name of Executing Agency) Counterpart Personnel (optional)

*1 An example of scope of consulting services is as follows.

[Example]

(a)	Detailed Design
(b)	Tender Assistance
(c)	Construction Supervision
(d)	Facilitation of Implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP) and Resettlement Action Plan (RAP)
(e)	Technology Transfer

*2 An example of expected time schedule is shown in Table 1.2.

Table 1.2 Implementation Schedule Expected (Example)

Key Activities	Date	Duration in Months
Commencement of Consulting Services	1 April 2021	10
Completion of detail design, preparation of drawings and tender documents	31 January 2022	
Bidding process including prequalification	February to September -2022	8
Commencement of Civil works	1 October 2022	18
End of Civil works	31 March 2024	
Defects Liability (Notification) Period	1 April 2024 to 31 March 2025	12
End of Consulting Services	30 September 2025 ³	6

1.4.1.2 Authority of Consultant

The Borrower may, in the case of supervision of work and/or management aspects, delegate to a Consultant a variable range of authority to act on its behalf. The nature of and the limits to such delegation of authority to the Consultant, as well as the scope and the nature of the responsibilities which the Consultant is to assume shall be clearly defined in the contract between the Borrower and the Consultant. [*Consultant Guidelines, 2.02*]

On the other hand, the conditions of contract with the contractor shall clearly define the powers and authority of the Consultant as the Engineer/Project Manager, if one is employed by the Borrower, in the administration of the Contractor's contract and any amendments thereto, and the powers and authority shall be consistent with those defined in the TOR for consulting services.

1.4.1.3 Expert

The terms used for the purpose to classify Experts in the selection of Consultants and in the contract for consulting services are respectively defined as follows: [*SRFP ITC 1.1 and GCC 1.1*]

Key Expert: 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 and, in principle, no replacement shall be allowed in the Key Experts after signing the contract. [*SRFP GCC 4.2*] The number of Key Experts should be minimized to reduce the burden of evaluation works and sufficient points should be allocated to important Expert such as Team Leader. The Key Expert(s) and their qualifications shall be agreed between the Borrower and JICA at the appraisal.

Non-Key Expert: An individual professional who is assigned to perform the services or any

³ Set the date according to the required period for services to be performed by the Consultant from the completion of defects liability period to the completion of contract, such as issuance of the performance certificate and the final payment certificate etc.

part thereof under the contract and whose CVs are not evaluated individually.

International Expert: An expert who has expertise which is generally difficult to be procured in the Borrower's country.

Local Expert: An expert whose expertise can be procured in the Borrower's country.

1.4.2 Methods for Selection of Consultants

1.4.2.1 Selection Methods

The methods that are used for the selection of Consultants under a Japanese ODA Loan shall be agreed by the Borrower and JICA at the appraisal.

1.4.2.2 Quality- and Cost-Based Selection [*Consultant Guidelines, 3.02 and 3.10*]

QCBS, a method that takes into account the quality of the Proposal and the cost of the services, is the commonly recommended method for the selection of Consultants under a Japanese ODA Loan.

In this method, the total score shall be obtained by weighting and adding the technical and financial scores; this will determine the overall ranking of the consultants' Proposals. The weight for the "cost" shall be chosen, taking into account the complexity of the assignment and the relative importance of quality. It shall normally be twenty percent (20%). The weight for quality and cost shall be agreed by the Borrower and JICA at the appraisal and shall be expressed in the RFP as well as methodology to calculate the total score. [*SRFP ITC 14.8 and DS 14.8*]

1.4.2.3 Quality-Based Selection [*Consultant Guidelines, 3.02*]

QBS is a method based on evaluating only the quality of the Technical Proposals.

QBS should be applied only to the following types of assignments:

- (a) complex or highly specialized assignments for which it is difficult to define precise TOR and the required input from the Consultants;
- (b) assignments where the downstream impact is so large that the quality of the service is of overriding importance for the outcome of the project (for example, engineering design of major infrastructure);
- (c) assignments that can be carried out in substantially different ways such that Financial Proposals may be difficult to compare; or
- (d) assignments including supervision of large and complex construction works for which it is particularly important to take safety measures.

1.4.2.4 Single Source Selection [*Consultant Guidelines, 3.01(4) and Notes 3*]

Single-source selection (hereinafter referred to as "SSS") shall be used only in exceptional cases and JICA's concurrence is required for its application. The justification for SSS shall be examined in the context of the overall interests of the Borrower and the project, and JICA's responsibility to ensure efficiency and transparency in the selection process and non-discrimination among eligible Consultants for contracts. SSS may be appropriate only if it

presents a clear advantage over competition:

- (a) for tasks that represent a natural continuation of previous work carried out by the firm;
- (b) in emergency cases, such as in response to disasters;
- (c) for very small assignments; or
- (d) when only one firm is qualified or has experience of exceptional worth for the assignment.

In reference to (a), if the downstream assignment is substantially larger in value, a competitive process acceptable to JICA shall normally be followed in which the Consultant carrying out the initial work is not excluded from consideration.

1.4.2.5 Selection of Individual Consultants and Nongovernmental Organization

The selection procedures described in Section 3.01 and 3.02 of the Consultant Guidelines basically stipulate the selection method for the consulting firms. Selection of other types of Consultants such as individual Consultants, nongovernmental organizations, etc. should be implemented with due attention to the main considerations stated in paragraph (3) of Section 1.01 of the Consultant Guidelines (quality, efficiency, transparency in the selection process and non-discrimination among eligible Consultants for contracts), and the Borrower should consult with JICA on the selection procedures to be adopted. [*Consultant Guidelines, 3.01 Notes 2*].

1.4.3 Cost Estimate

The cost estimate for consulting services shall be made by adding the remuneration for Consultant staff and the direct expenses incurred by them during the execution of their assignment. Those figures are built up by computing the staff time (Expert per unit of time, hour, month) required to carry out the services and an estimate of each related cost component. Since this estimate is derived from the information contained in the TOR, the more exhaustive and detailed the TOR is, the more precise the estimate will be. A mismatch between the cost estimate and the TOR may generate problems during the execution of consulting services and the implementation of the project. The adequacy of the cost estimate should be agreed between the Borrower and JICA by fully taking into account the contents of the project and the TOR.

The Borrower should not compel the Consultants to provide their services with an underestimate and all required cost for execution of consulting services needs to be appropriately estimated.

The cost estimate of consulting services made by the Borrower should be based on the cost estimate agreed between the Borrower and JICA at the appraisal.

In general, a cost estimate includes items relating to the following:

- Consultant staff remuneration
 - Mobilization, demobilization, travel and transport
 - Per diem charge and cost of accommodation
 - Communications
 - Office rent, supplies, operation and maintenance
 - Surveys and training programs
 - Report printing
-

- Data-processing cost and equipment-delivery cost
- Specified Provisional Sums and Provisional Sums for Contingency Allowance, etc. (refer to clause 3.2.2)

Consultant staff remuneration shall normally be expressed in terms of “man-month rates” for each expert staff member to be provided by the Consultant. The “man-month rates” will normally include the basic salary of the staff member, the firm's overheads (including financial, social security and other benefits payable to, or for, the staff member, such as vacation pay, sick leave pay, insurance, etc.) and the firm's fee.

The payment of the direct expenses has two options, Unit Rate Reimbursement (URR) and Actual Cost Reimbursement (ACR) as explained in clause 3.2.7 and the applicable payment option should be fixed before the Contract signing.

The cost estimate should not be disclosed until evaluation of the proposals has been completed.

Any procedure under which Proposals above or below a predetermined value are automatically disqualified is not appropriate from the viewpoint of emphasizing quality.

CHAPTER II. PREPARATION OF SHORT LIST

2.1 Preparation of Short List [*Consultant Guidelines, 3.04*]

Once the Borrower and JICA have agreed on the TOR, the Borrower shall prepare a short list of the Consultants who will be invited to submit proposals (hereinafter referred to as “Short List”). The Consultant Guidelines require the Short List which shall normally consist of not less than three (3) and not more than five (5) Consultants. Upon the preparation, if a Consultant has already satisfactorily carried out preinvestment studies, it shall not be excluded from the Short List for a Consultant to carry out preparation services, implementation services and assistance in the start-up of facilities and operation because of its prior involvement in the project. [*Consultant Guidelines, 2.01(2)*]

The reasons why the number of Consultants normally needs to be three (3) to five (5) are:

- (a) To encourage Consultants to prepare well-elaborated Proposals by giving certain level of opportunity to be awarded
- (b) To increase the probability of a well-qualified Consultant being selected
- (c) To allow for an intense and meaningful evaluation of proposals
- (d) To reduce the opportunity for outside influence

There is usually little advantage in inviting more than five (5) Consultants to submit proposals, because with a larger number some are likely to be less interested and the quality of proposals is likely to suffer.

There are three ways to draw up the Short List as follows:

- (a) Through evaluation of Expressions of Interest (hereinafter referred to as “EOI”) submitted by Consultants
- (b) Based on the information possessed by the Borrower and the Executing Agency
- (c) Based on available information on Consultants provided by JICA

JICA maintains files of information supplied by a number of Consultants concerning their capability and experience. Should the Borrower find it difficult to compile a satisfactory Short List of qualified Consultants from the information available to it from its own past experience and other sources, JICA will, at the request of the Borrower, make available information on Consultants, from which the Borrower may draw up its own Short List. [*Consultant Guidelines, 2.04*]

As emphasized in Note 1, Section 3.04 of the Consultant Guidelines, Consultants on the Short List have to meet three (3) important criteria:

- (a) Consultants have satisfactory overseas experience of the consulting services concerned (e.g., detailed design, supervision) in the sector in question (in a narrow sense, e.g., ports other than fishing ports, irrigation). However, if the Consultant is from a developing country and is to provide the consulting services in that country, it need not have any overseas experience in the area of the consulting services concerned.
 - (b) Consultants must have experience in a developing country.
 - (c) Experience with Japanese ODA projects is preferable.
-

The Borrower may consult with JICA on shortlisting criteria, if necessary.

If EOI is invited to prepare the Short List, the invitation shall be advertised in at least one (1) newspaper of general circulation in the Borrower's country. The information should be the minimum required to make a judgment on the Consultant's suitability, and should not be too complex as to discourage Consultants from expressing interest. In addition, no Consultant shall be excluded by a factor outside their competence. The shortlisted Consultants may undertake works in association with other Consultants listed or not listed in the Short List as long as the shortlisted Consultants execute a major portion of the required services.

If the Consultant has been shortlisted through an EOI, any change in the structure or formation of the Consultant including subconsultants named in the application in the EOI after being invited to submit a Proposal, in principle, shall be subject to the written approval of the Client prior to the Proposal submission deadline. [SRFP, ITC 9.1]

2.2 JICA's Review and Concurrence on Request for Proposals

The Short List and the RFP need to be reviewed and concurred by JICA. Once those documents have been prepared, the Borrower shall request JICA the review and concurrence of them. Upon concurrence given by JICA, the Borrower shall invite all the Consultants on the Short List to submit proposals by mailing to them the RFP. [Consultant Guidelines, 1.05]

In addition to the Short List and the RFP, the detailed evaluation criteria also need to be reviewed and concurred by JICA before the deadline for submission of Proposals. The detailed evaluation criteria are prepared for internal use of the Evaluation Committee and not shared with the Consultants (refer to clause 3.3).

CHAPTER III. PROCEDURE OF REQUEST FOR PROPOSALS (RFP)

3.1 Overview of Request for Proposals

3.1.1 Composition of Standard Request for Proposals

The Borrower shall prepare an RFP to be provided to the Consultants included in the Short List. The RFP shall consist of the documents in Table 3.1.

Table 3.1 Composition of Standard Request for Proposals

Section	Contents	Points to be Noted	Options in SRFP
Letter of Invitation (LOI)	A form of invitation for Proposals to be used for sending to the prospective Consultants.	-Including a list of all shortlisted firms and a reference to the selection method. -Consistent with the information contained in Section II DS. -Not part of the RFP	-
I. Instructions to Consultants (ITC)	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.	-Specify the procedures for preparing and submitting the Consultant's Proposals. -Including information on opening and evaluation of Proposals and on the signing of the Contract. -Used without modifications.	Option A: used for QBS Option B: used for QCBS
II. Data Sheet (DS)	Information specific to each selection and that supplement Section I, Instructions to Consultants.	Including information that are specific to each contract and that supplement Section I. ITC.	
III. Technical Proposal Forms	The technical Proposal forms that are to be completed by the shortlisted Consultants and submitted as part of their Proposals.	9 types of forms of the Technical Proposal.	-
IV. Financial Proposal Forms	The financial Proposal forms that are to be completed by the shortlisted Consultants and submitted as part of their Proposals.	5 types of forms of the Financial Proposal.	Table B of Form FIN-3: used only for QBS
V. Eligible Source Countries of Japanese ODA Loans	Information and provisions as to the Eligible Source Countries applicable for the Consultants as included in the Loan Agreement with JICA.	Including information and provisions as to Eligible Source Countries applicable to the Consultants as included in the Loan Agreement with JICA	-
VI. Terms of Reference (TOR)	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	Including information mentioned in clause 1.4.1	-

Section	Contents	Points to be Noted	Options in SRFP
	and deliverables of the assignment including any reporting and submission requirements.		
VII. Forms of Contract (FC)	The Form of Contract which shall be executed between the Client and the successful Consultant after signing of the Contract.	Untouched during the Proposal stage and to be completed prior to signing of the Contract.	Option A: used for Time-Based Contract Option B: used for Lump-Sum Contract
VIII. General Conditions of Contract (GCC)	The General Conditions of Contract which shall be applied in Time-Based Contract or Lump-Sum Contract.	Used without modifications	
IX. Special Conditions of Contract (SCC)	The data and provisions specific to each Contract. The contents of this Section supplement the General Conditions of Contract (GCC).	Including data and provisions specific to the contract that supplement Section VIII. GCC.	
X. 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.	-Left unfilled during the proposal stage -Finalized and completed during negotiations of Contract and attached to the Contract documents	

As mentioned in clause 1.2.1, Borrowers shall use the applicable SRFP of the latest version issued by JICA with minimum changes acceptable to JICA, as necessary to address project-specific conditions. Any such changes shall be introduced only through the SRFP DS, or through SCC, and not by introducing changes in the standard wording of JICA's SRFP. [*Consultant Guidelines*, 3.05]

3.1.2 Options on Selection Methods and Forms of Payment in the Standard Request for Proposals

(a) Option on Selection Methods

The SRFP includes selection procedures under the QBS method (Option A) and those under the QCBS method (Option B), as well as conditions of contract for time-based contract (Option A) and those for lump-sum contract (Option B) as shown in Table 3.1 above.

As mentioned in clause 1.4.2, the methods that are used for the selection of Consultants (QCBS or QBS, etc.) shall be agreed by the Borrower and JICA at the appraisal.

(b) Option on Forms of Payment Condition [*Consultant Guidelines*, 4.06]

The form of payment outlined in the contract for consulting services is in most cases time-based, and JICA recommends the use of the time-based payment method.

In particular, (i) when the scope of the services cannot be established with sufficient precision, or (ii) when the duration and quantity of services depend on variables that are beyond the control of the Consultant, the time-based contract is recommended.

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 is relatively low, and

when therefore such Consultant is 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 and/or the Contractor. 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 applied under Japanese ODA Loans.

It is recommended that the form of payment (time-based contract or lump-sum contract) should be agreed by the Borrower and JICA at the appraisal.

Step 1

3.2 Step 1: Preparation of Request for Proposals [*Consultant Guidelines, 3.05, 3.06 and 3.07*]

The main procurement and contract conditions specified in the RFP are explained below.

3.2.1 Proposal Validity and its Extension [*SRFP, ITC 7 and DS 7*]

The Consultant's Proposal must remain valid for a period specified in DS 7.1 after the Proposal submission deadline. The validity period set here needs to cover the period from the submission deadline specified in DS 12.7 to the prospected contract signing date. The period is normally 90 days, but the realistic period should be set.

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. 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.

If the contract signing is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial period of Proposal validity and in the case of fixed price contracts, the amounts payable under the contract shall be adjusted by the factor specified in DS 7.9 of the RFP. Here, a fixed price contract means the lump-sum contract whose the contract price shall not be adjusted for rises and falls of cost of remuneration and reimbursable expenses during the course of the assignment in SCC 6.8 in Option B (lump-sum contract) of the RFP.

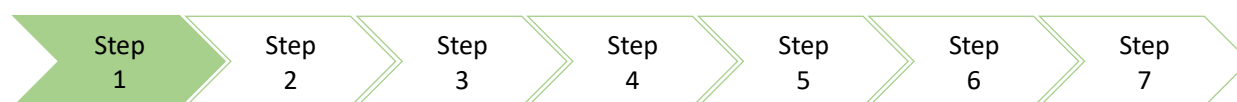
In any case, evaluation shall be based on the price of the Financial Proposal without taking into consideration the applicable correction from those indicated above.

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 as stipulated in ITC 7.6 and 7.7. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, such Proposal will be rejected.

3.2.2 Specified Provisional Sums and Provisional Sums for Contingency Allowance

[*SRFP, ITC 1.1, 11.1(b)(ii) and DS 11.1(b)(ii)*]

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. Specified provisional sums and Provisional sums for contingency allowance are non-competitive components.



(a) Specified Provisional Sum

This category of provisional sum is specifically allocated for the items which are decided to carry out, but the details are yet to be determined at the selection stage but are usually determined at contract negotiation stage (for example, training, survey). Such items shall be listed in the table in DS 11.1(b) (ii) by the Client with each amount in both Local and foreign currency portions.

(b) Provisional Sum for Contingency Allowance

This category of provisional sum is specifically allocated (i) to cover future additional costs which may arise due to 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).

It shall usually be calculated by multiplication of the predetermined percentage (to be indicated by the Client, normally 5 to 10%) of 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.

3.2.3 Non-discrimination Between the Consultants

[Consultant Guidelines, 1.01(3) and 3.05 Note 2]

In light of the principles of quality and non-discrimination between the Consultants, as stated in Section 1.01(3), the Borrower shall not impose the obligation to associate with a local consultant and excessive requirements in terms of the domestic procedures or documentations of the Borrower's country, which lead to a decline in the motivation of prospective Consultants.

3.2.4 Evaluation Criteria [SRFP, ITC 14.3 and DS 14.3]**3.2.4.1 Evaluation Criteria for Technical Proposals**

Section 3.08 of the Consultant Guidelines stipulates that the following criteria shall normally be included in the evaluation of Proposals:

(a) Experience of the Consultants relevant to the assignment

Consultant's general experience and record in the field covered by the TOR;

(b) Adequacy of proposed methodology and work plan in responding to the Terms of Reference

Adequacy of the proposed approach, methodology and work plan; and

(c) Key Experts' qualifications and competence for the assignment

Experience and records of the staff members to be assigned to the work.

The relative importance of the three (3) criteria (a), (b) and (c) will vary with the type of consulting services to be performed. However, in the overall rating of the Proposals, most weight should normally be given either to (b) adequacy of the proposed methodology and work plan in responding to the TOR, or (c) key experts' qualifications and competence for the assignment, rather



than to the fame or reputation of the Consultant. Among the criteria (a), (b) and (c), less weight is given to (a) experience of the Consultants relevant to the assignment, since the Consultants on the Short List have been selected by the Borrower based on their experience and qualification.

Additional criteria may be applied depending on the nature of the assignment. In such case, additional criteria may include, but not limited to, the following:

(d) Suitability of the transfer of knowledge (training) program

Suitability on relevance of training programme, training approach and methodology and qualifications of trainers.

The weight distribution of additional criteria should be determined by taking into account their relative importance to the criteria (a), (b) and (c), and each additional criterion should normally not exceed ten (10) points out of hundred (100) points.

Table 3.2 shows the general examples for the range of points allocated to the criteria on a scale of one (1) to hundred (100). The actual weight may be adjusted to the characteristics of the specific project. The points allocated to each evaluation criterion and subcriterion should be specified in the RFP.

Table 3.2 Point Distribution of Evaluation Criteria for Technical Proposals

Evaluation Criteria	Points (weights)
(a) Experience of the Consultants relevant to the assignment	10 to 20
(b) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	20 to 50
(c) Key Experts' qualifications and competence for the assignment	30 to 60
(d) Suitability of the transfer of knowledge (training) programme - <i>optional</i>	Normally not exceeding 10
Total	100

The evaluation criteria may also be divided into subcriteria, but such division should be limited only to the essential factors. The use of excessively detailed lists of subcriteria may render the evaluation a mechanical exercise more than a professional assessment of the Proposals. It is recommended that the number of subcriteria be kept to a minimum (typically no more than three (3) for each criterion) and that no fewer than three (3) points be allocated to each subcriterion.

Table 3.3 summarizes evaluation criteria and sample subcriteria.



Table 3.3 Evaluation Criteria and Sample Subcriteria for Technical Proposals

Evaluation Criteria(*1)	Evaluation Subcriteria (select a maximum of three)
(a) Experience of the Consultants relevant to the assignment	(i) Experience of international projects of comparable size, complexity and technical specialty (ii) Experience in developing countries under comparable conditions (iii) Experience in Japanese ODA projects
(b) Adequacy of proposed methodology and work plan in responding to the Terms of Reference	(i) Technical approach and methodology (ii) Work plan (iii) Organization and staffing
(c) Key Experts' qualifications and competence for the assignment(*2)	(i) General qualifications (ii) Adequacy for the assignment (iii) Familiarity with the language and the conditions of the country
(d) Suitability of the transfer of knowledge (training) programme – <i>optional</i>	(i) Relevance of training program (ii) Training approach and methodology (iii) Qualifications of trainers

*1 The evaluation criteria and subcriteria should be defined in the RFP and cannot be changed.

*2 The evaluation subcriteria (c)(i)(ii)(iii) are stipulated in Section 3.08(5) of the Consultant Guidelines.

3.2.4.2 Experience of the Consultants relevant to the assignment

The relative importance of the criterion on Consultant's general experience and record in the field covered by the TOR will vary according to the type of consulting services to be performed. In general, points allocated to the criterion should be twenty (20) points at a maximum.

3.2.4.3 Adequacy of the Proposed Methodology and Work Plan in Responding to the Terms of Reference

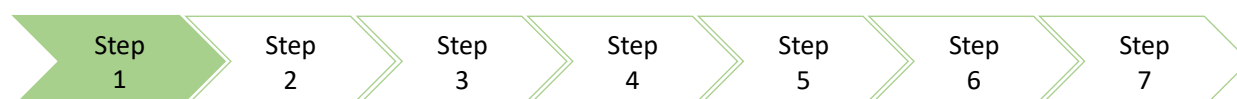
The criterion on adequacy of the proposed approach, methodology and work plan should be evaluated carefully as it is the key factors for evaluating the Proposals.

Subcriteria for evaluating this component of the Proposal should include the following:

- (a) Technical approach and methodology
- (b) Work plan
- (c) Organization and staffing

3.2.4.4 Key Experts' qualifications and Competence for the assignment

The Borrower should evaluate the experience and record of the staff members proposed to the assignment based on the qualifications and experience stated in their CVs. When evaluating staff members, only Key Experts conducting essential part of the assignment are recommended to be evaluated and the number of Key Experts should be minimum (refer to clause 1.4.1.3). Evaluating staff members with relatively low importance, Non-Key Experts, is not recommended,



because the relative importance of the essential members will decrease.

As mentioned in Table 3.3, the qualifications and competence of staff shall be evaluated using the following three (3) subcriteria to be set up according to the required qualifications and tasks for each position:

- (a) General qualifications (education, length of experience, types of position held, length of service with the Consultant, etc.);
- (b) Adequacy for the assignment (experiences of performing the duties which will be assigned to them in the project); and
- (c) Familiarity with the language and the conditions of the country

Familiarity with the language and the conditions of the country in which the work is to be performed or experience in similar environments. If the Key Expert is local, the language requirement may be English instead.

A sample range of percentage for the above subcriteria is shown in Table 3.4.

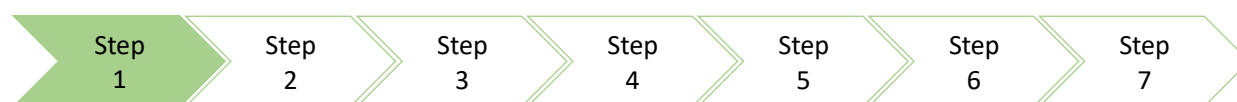
Table 3.4 Sample Range of Percentage in Point Distribution of Staff Qualification and Competence Subcriteria

Subcriteria	Range of percentage
General qualifications	20 - 30
Adequacy for the assignment	50 - 60
Familiarity with the language and the conditions of the country	10 - 20
Total	100

The weight or percentage of the points allocated to each member of staff should be determined by examining its expertise and/or role in the assignment. In general, the Team Leader should be given more weight than any other Experts.

3.2.4.5 Scoring System

The detailed scoring method is illustrated in Figure 3.1, by giving a sample evaluation for adequacy of the proposed methodology and work plan in responding to the TOR.



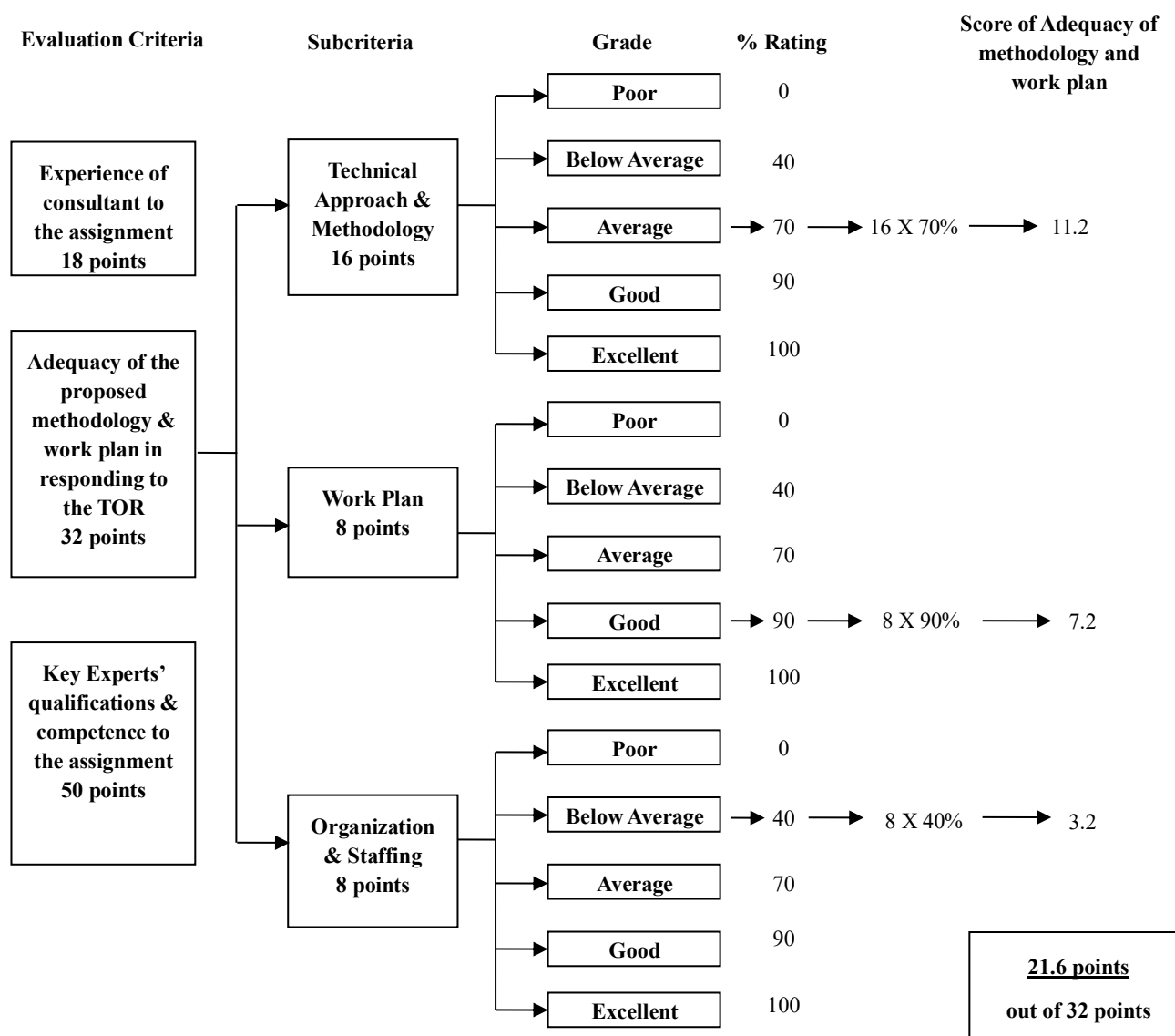


Figure 3.1 Scoring System

As referred to in clause 3.2.4.1, each criterion has been allocated the points in the range of 1 to 100. Each percentage rating is multiplied by the points assigned to the relevant criterion or subcriteria to obtain the final score.

An example is shown below:

Points of experience of the Consultants relevant to the assignment	: 10 points (out of 100 points)
Grade (% rating) of Consultant A's Proposal	: Good level (90%)
Score of Consultant A's experience of the Consultants relevant to the assignment	: 10 points × 90% = 9 points



It is recommended that the rating scale of the level of responsiveness be divided into a number of discrete grades. While scoring, it is a good practice to estimate the responsiveness on a percentage scale based on the following grades:

Grade (level of responsiveness)
Poor
Below Average
Average
Good
Excellent

Sample definitions of each grade for each of the evaluation criteria or subcriteria are given in clauses 3.3.1, 3.3.2 and 3.3.3.

3.2.4.6 Minimum Technical Score

It is important that a minimum technical score shall be clearly stipulated in the RFP. It is normally recommended that a minimum technical score be determined in the range of seventy (70) to eighty (80) points out of hundred (100) points for each case depending on the nature of the assignment. Any change of the minimum technical score during the evaluation process shall not be allowed. When QCBS is applied, moreover, it is important to secure that financial proposals must be evaluated only among the proposals achieving the minimum qualifying technical score in order to maintain the acceptable level of quality.

3.2.5 Paper Size and Page Number Limit [SRFP, Technical Proposal Forms]

The Technical Proposal shall provide the information requested in ITC 10.2 of the RFP, 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. [SRFP, ITC 10.2]

The contents of the Technical Proposal and the recommended number of pages are indicated in Table 3.5. A page is considered to be one printed side of A4 (210mm × 297mm). If paper of other sizes is 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 prepared at the discretion of the Client may not be evaluated. [SRFP, ITC 10.4]



Table 3.5 Number of Pages for Technical Proposals (ITC10.4b)

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

3.2.6 Terms of Reference

The TOR which was prepared and agreed with JICA at the appraisal shall be inserted in Section VI of the RFP. If the TOR needs to be substantially changed from the principles agreed at the appraisal, the Borrower should seek JICA's consultation for such change. (refer to clause 1.4.1.1)

3.2.7 Price Adjustment [SRFP, ITC/DS 11.1(b)(v), GCC 6.8 and SCC 6.8]

For contracts with a duration of more than eighteen (18) months, it is recommended to include a price adjustment clause. It is advisable that contracts of a shorter duration include a provision for price adjustment if sharp fluctuation of prices is expected. [*Consultant Guidelines, 4.07 Notes 2*]

For the time-based contract, unless otherwise stated in the SCC, the amounts payable to the Consultant under 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 GCC 6.8. For the lump-sum contract, basically, GCC 6.2 does not apply, unless



otherwise indicated in the SCC.

The Client shall provide the following data required for this calculation, which are given in Form FIN-5 “Table of Adjustment Data” in the currency used for the proposal and payment, and for remuneration and reimbursable expenses.

- (a) Index description
- (b) Source of index for remuneration in local currency
- (c) Base value for remuneration in local currency*
- (d) Coefficient for remuneration

The Consultant shall indicate the following data given in Form FIN-5 “Table of Adjustment Data” in the currency used for the proposal and payment, and for remuneration and reimbursable expenses.

- (a) Insertion of URR in Index description under reimbursable expenses, if applicable (*SRFP, GCC 6.2(d)*, refer to clause 3.2.8).
- (b) Source of index for remuneration in foreign currency and for reimbursable expense in local and foreign currency
- (c) Base value for remuneration in foreign currency and for reimbursable expense in local and foreign currency**

* The Base value for remuneration in local currency will be provided by the Client prior to contract signing.

** If the Base value is not available prior to submission of the proposal due to the absence of the relevant publication, they may be left blank in the proposal but shall be provided prior to Contract signing.

3.2.8 Unit Rate Reimbursement (URR) and Actual Cost Reimbursement (ACR)

[*SRFP, GCC 6.2, SCC 6.2, Financial Proposal Forms Form FIN-4 and Appendix 6*]

The reimbursable expenses consist of two (2) types, namely URR and ACR, which can be used by the Consultants on the basis of their intended method of reimbursement.

Each type of expense means as follows:

(a) URR

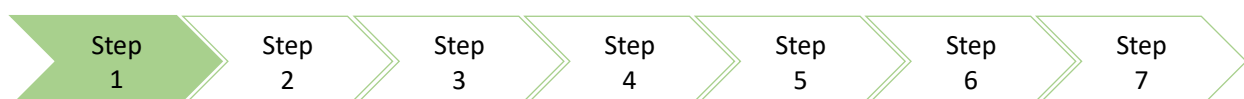
The expenses which are reimbursed by the Client based on the Contract unit rates as adjusted in accordance with GCC 6.8. Submission of any evidence of expenses incurred (such as receipt, delivery records, tickets) is not required unless otherwise agreed between the Client and the Consultant.

(b) ACR

The expenses which are reimbursed by the Client based on the actual cost. Submission of evidence of expenses incurred (such as receipt, delivery records, tickets) is required and price adjustment stipulated in GCC 6.8 shall not apply.

The details of these types are provided in item 6 of the Appendix to the Financial Proposals and GCC 6.2(d).

The Consultant shall indicate the type of expense, either URR or ACR, for each item in Form FIN-4 of their Proposals.



3.2.9 Taxes and Duties [SRFP, ITC 11.2, DS11.2(c), GCC 6.3(a)&(b) and SCC 6.3(a)&(b)]

The Consultant including all members of a Consultant JV, subconsultants, and all Experts shall be responsible for meeting all liabilities in respect of duties, taxes and levies arising out of the Contract, both the Client's country and abroad unless otherwise stated in the Data Sheet. If the tax exemption is applied, the Client shall indicate clearly which taxes, duties and levies are exempted and which exemption category below is applied, (A) in accordance with the Exchange of Notes between the Client's country and the Government of Japan (E/N), and (B) under the law of the Client's country in DS 11.2(c) and SCC 6.3(a)&(b).

There are the following four (4) exemption/payment categories.

(a) "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.

(b) "Pay & Reimburse" category

The Consultants shall be entitled to exemption from tax liabilities, falling into this category, provided that they first make 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.

(c) Paid by the Client on behalf of the Consultant

The Client shall indicate the taxes, duties and levies that are not exempted but are paid by the Client on behalf of the Consultant

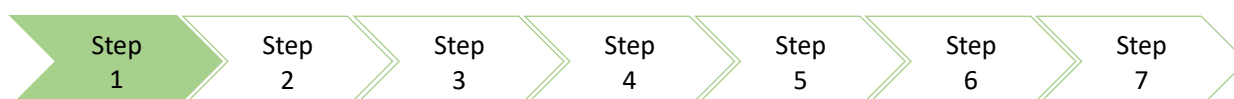
(d) Payable by the Consultant

(A) The Exchange of Notes between the Client's country and the Government of Japan (E/N)

Examples of taxes, duties and levies which are exempted or paid by the Client in accordance with the Exchange of Notes are including but not limited to:

- (a) 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.
- (b) 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.
- (c) Customs 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.

The estimated amounts of all identifiable taxes, duties and levies in the Client's country shall be indicated in the Financial Proposal (Form FIN-2).



3.2.10 Professional Liability Insurance [SRFP, GCC 3.1.1, 3.4(e)(ii), 3.5, SCC 3.4(e)(ii) and 3.5]

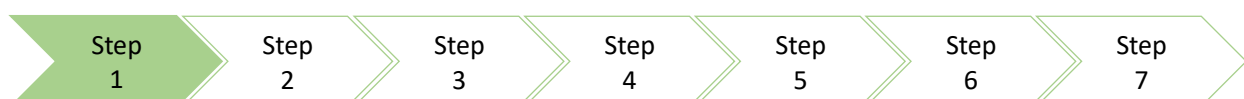
The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GCC 3.1.1 provided. However, the ceiling on Consultant's liability shall be limited to the amount indicated in the SCC 3.4(e)(ii), except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct.

The Client requires Consultant to take out and maintain and to 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 3.5. Such insurance shall be in place prior to commencing the Services.

The insurance covers only loss or damages caused by the Consultant, as a result of his negligence of skill and care required under GCC 3.1.1, not any loss or damages caused by the Consultant. Professional Liability Insurance (PLI) is an insurance for covering damages caused by professional negligence, same as the case of medical doctors and lawyers, which covers the damage caused by surveys and designs performed by the Consultants.

As an example of the risk, in the case where PLI is required under the Contract, the conditions shall be set as follows:

- (a) the minimum coverage shall not exceed the Contract Price or 1 billion Japanese Yen, whichever is smaller;
- (b) the Consultant's liability specified in SCC 3.4 (e) (ii) does not need to be covered in its entirety by a PLI and ;
- (c) the Client shall allow an option for the Consultant to include the cost of procuring a PLI as a reimbursable expense by specifying in DS 11.1(a) (ii) in case:
 - the minimum coverage exceeds 500 million JPY;
 - a single-project PLI is required; or
 - a PLI shall be taken out by a local insurer in accordance with the laws and regulations of the Client's country.



Step 2

3.3 Step 2: Detailed Evaluation Criteria

In addition to the evaluation items provided in DS 14.3 of the RFP and allocated points for each item, the Client shall prepare more detailed evaluation criteria including a scoring system, grade, definition of grade, and rating in accordance with clause 3.2.4

These criteria are intended to be shared mainly among the members in charge of technical evaluation, and prepared for the purpose of evaluation by each evaluation member based on sole/common detailed evaluation criteria set in advance; it is not to be shared with the consultant side.

It is necessary to obtain the prior concurrence of JICA before the deadline of submission proposal. The example of this detailed evaluation table is shown as Annex II.

Here, the definition of grade should be set such that the total score of the technical evaluation can attain the minimum technical score defined in DS 14.3, if the minimum requirement of each evaluation criterion presented in DS 14.3 is satisfied.

3.3.1 Experience of the Consultants Relevant to the Assignment

3.3.1.1 Setting the Grades

The recommended grades and percentage rating for the Consultant's general experience and record in the field covered by the TOR are shown in Table 3.8.

Table 3.6 Recommended Grades and Percentage of Rating for the Experience of the Consultants

Grade	Percentage rating
Excellent	100%
Good	90%
Average	70%
Below average	40%
Poor	0%

3.3.1.2 Defining the Grades

Sample definitions of each grade are given in Table 3.9. In these examples, the Client grades based on the number of projects experienced/engaged in the projects which satisfy conditions of similarity. (refer to Annex II)

- *Sample definitions are examples in a road and tunnel construction project and introduced for reference purpose only.*

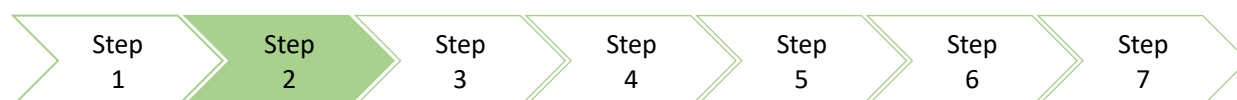


Table 3.7 Examples of Subcriteria and Grade

No.	Subcriteria	Number of Projects				
		Excellent	Good	Average	Below Average	Poor
		100%	90%	70%	40%	0%
(i) a)	Experience of international projects of comparable size, complexity and technical specialty					
	More than two (2) experiences of detailed design and construction supervision in mountain road tunnel project in countries other than the Client's country, with tunnel length more than 2000m, tunnel cross section more than 50 sq. m, constructed by New Austrian Tunneling Method (NATM), completed in the last ten (10) years (April 2011 - March 2021)	≥ 5	≥ 3	2	1	0
(i) b)	Experience in developing countries under comparable conditions					
	More than two (2) experiences of detailed design and construction supervision in mountain road tunnel project in South Asian countries, completed in the last ten (10) years (April 2011 - March 2021)	≥ 5	≥ 3	2	1	0
(i) c)	Experience in Japanese ODA projects					
	More than two (2) experiences of consultancy services more than USD 3 million in any project financed by Japanese ODA Loans, completed in the last ten (10) years (April 2011 - March 2021)	≥ 5	≥ 3	2	1	0

3.3.2 Adequacy of the Proposed Methodology and Work Plan in Responding to the Terms of Reference

3.3.2.1 Setting the Grades

The recommended grades and percentage rating for the adequacy of the proposed approach, methodology and work plan are the same as the example shown in Table 3.8.



3.3.2.2 Defining the Grades

As mentioned in clause 3.2.4.3, subcriteria for evaluating this component of the proposal should usually include the following:

- (a) Technical Approach and methodology;
- (b) Work plan; and
- (c) Organization and staffing.

Sample definitions of each grade are introduced below:

➤ *Sample definitions are examples and introduced for reference purpose only.*

(a) Technical approach and methodology

Excellent: The Consultant properly understands the current situation, draws attention to all main issues related to the assignment and raises other important issues that have not been considered in the TOR. The proposal details ways to solve all issues by using advanced and innovative approach and methodology.

Good: The Consultant properly understands the current situation and the main issues related to the assignment. The approach and methodology to solve the issues are discussed in detail.

Average: The Consultant understands the requirement indicated in the TOR. The approach and methodology to solve the issues are consistent. However, the approach and methodology are standard and not discussed in detail or not specifically tailored to the assignment.

Below Average: The Consultant does not have a proper understanding of the TOR and the issues are not appropriately discussed. The approach and methodology do not have consistency and are inappropriately presented.

Poor: The Consultant misunderstands the requirement indicated in the TOR and important aspects of the scope of consulting services. Approach and methodology do not comply with the requirement in the TOR.

(b) Work plan

Excellent: In addition to the requirements stated below under “Good”, the proposal includes an impressive presentation of the work plan for efficient execution of the assignment. The proposed work plan is consistent with the approach and methodology.

Good: The work plan responds well to the TOR. The timing and duration of all activities are appropriate and consistent with the assignment output, and the interrelation between various activities is realistic and consistent with the proposed approach and methodology.

Average: The work plan responds to the TOR and all required activities are indicated in the activity schedule, but they are not detailed.

Below Average: Some activities required in the TOR are omitted in the work plan or the timing and duration of activities are not appropriate. There are minor inconsistencies between timing, assignment output, and proposed approach and methodology.

Poor: There are major inconsistencies between the requirements in the TOR and the proposed work plan.



(c) Organization and staffing

Excellent: In addition to the requirements stated below under “Good”, the proposal includes an impressive presentation of a well thought out organization and staffing plan. The proposed team is well integrated and has good support organization.

Good: The organization chart and staffing schedule are complete and detailed, and the technical level and composition of the staffing arrangements are very well balanced. The definition of duties and responsibilities are very clear. The staffing schedule is consistent with the work plan and the timing and duration of each staff’s assignment are adequate.

Average: The proposed organization and staffing arrangement are complete and detailed enough to meet all the requirements of the TOR.

Below Average: The proposed organization and staffing arrangement are not detailed and the assignment schedule of each staff is not adequate. For instance, there are inconsistencies between the staffing schedule and the required output. The organization and staffing arrangement are not tailored to the proposed approach, methodology and work plan.

Poor: The organization and staffing arrangement are not responsive to the requirement of the TOR at all. It is assumed that the required output cannot be appropriately prepared within the period of the assignment.

Examples of further division of each of the subcriteria above is exemplified in Annex II. When dividing the subcriteria, the definition of each grade should be set for each of the divided subcriteria with reference to the above.

3.3.3 Key Experts’ Qualifications and Competence for the Assignment

3.3.3.1 Setting the Grades

The recommended grades and percentage rating for the experience and records of the staff members to be assigned to the work are the same as the example shown in Table 3.8.

3.3.3.2 Defining the Grades

As mentioned in clause 3.2.3.4, subcriteria for evaluating this component of the proposal shall include the following:

- (a) General qualifications (education, length of experience, types of position held, length of service with the firm, etc.);
- (b) Adequacy for the assignment (experiences of performing the duties which will be assigned to them in the project); and
- (c) Familiarity with the language and the conditions of the country

Familiarity with the language and the conditions of the country in which the work is to be performed or experience in similar environments. **If the Key Expert is local, the language requirement may be English instead.**

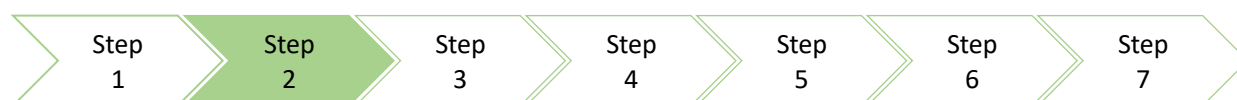
Sample definitions of each grade for evaluation of “Road Engineer” are enumerated in Table 3.10:



- Sample definitions below are examples in a road and tunnel construction project and introduced for reference purpose only. The minimum requirements for each Key Expert is defined in detail in the TOR and the required number of engaged project or required number of engaged year are determined for each case depending on the nature of the assignment and specified for each requirement in the TOR. Scoring system is prepared accordingly as exemplified in Annex II.

Table 3.8 Sample Definitions of Each Grade for “Road Engineer”

Grade	General Qualification	Adequacy for the Assignment			Familiarity with the Language and Condition of the Country	
	Master degree in Civil Engineering	Experience in Road Construction Project as Road Engineer: 15 years or more	Experience in Tunnel Construction Project as Road Engineer: 15 years or more	Experience of Road or Tunnel Construction Project in ICB contract: 1 project or more	Language (English) Proficiency	Familiarity and Experience in the Country
	Subjective	Year	Year	Project		Year
Excellent	Doctor	19= \leq	19= \leq	3= \leq	Excellent	3= \leq
Good	n.a.	17= \leq , <19	17= \leq , <19	2	Good	2= \leq , <3
Average	Master	15= \leq , <17	15= \leq , <17	1	Average	1= \leq , <2
Below Average	n.a.	n.a.	n.a.	n.a.	Below average	n.a.
Poor	Bachelor/non graduation	<15	<15	0	Poor	<1



Step 3

3.4 Step 3: Sending of RFP – Proposal Submission

Procedure under this stage and their standard required period are shown in Figure 3.2.

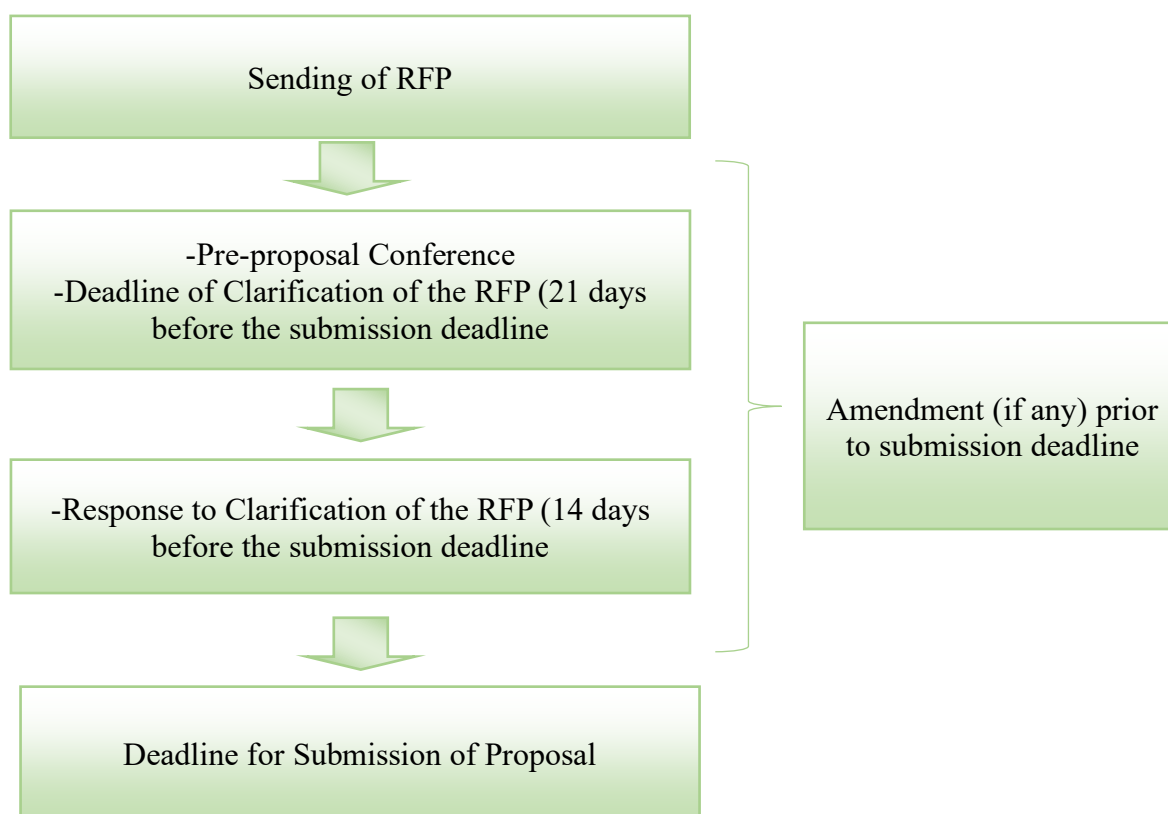


Figure 3.2 Procedure for Proposal Preparation

3.4.1 Sending of RFP [*Consultant Guidelines, 3.07*]

After preparing the Short List and the RFP in accordance with the provisions of the foregoing Chapters and obtaining JICA's review and concurrence, the Borrower shall invite all the Consultants on the Short List to submit proposals by sending to them the RFP.

3.4.2 Clarification [*SRFP, ITC 8.1, 8.2, DS 8.1 and 8.2*]

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.



3.4.3 Pre-proposal Conference [SRFP, ITC 8.2 and DS 8.2]

If the Client holds a pre-proposal conference, the date, time and place are specified in the DS to invite the Consultant's designated representative to attend it. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage. Sufficient period for clarification and response to it should be considered to set the timing of the pre-proposal conference.

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.

3.4.4 Amendment [SRFP, ITC 8.3]

At any time prior to the Proposal submission deadline, the Client may amend the RFP by issuing an addendum in writing well in advance of the submission deadline of Proposals. The addendum shall include the modifications that became necessary as a result of the pre-proposal conference as mentioned in clause 3.4.3. 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. If the RFP needs an important modification from the original RFP concurred by JICA, the Borrower shall obtain JICA's concurrence for such modification.



CHAPTER IV. PROPOSAL EVALUATION

Step 4

4.1 Step 4: Preliminary Examination

4.1.1 Technical Proposal Opening [SRFP ITC 13.1 and DS 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 (for QCBS and for QBS only 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 in Option A (QBS) or ITC 13.7 in Option B (QCBS). The following shall be read out and recorded:

- (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 (for QCBS and for QBS only 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.

4.1.2 Preliminary Examination

The Client shall verify the overall completeness of the Proposals received as required by the RFP before undertaking their detailed examination or evaluation. This action enables Client's Evaluation Committee to identify and may reject Proposals that are incomplete, invalid or substantially non-responsive. Rejection at this stage puts the Proposal out of any further considerations. The results of preliminary examination should be presented in the technical evaluation report.

The following checks should be applied:

a) Submission [SRFP ITC 10, 11 and DS 12.3]

A signed and complete Proposal comprising the documents in accordance with ITC 10 and ITC 11 of the RFP shall be submitted. In addition to the one original of the Proposal, the number of copies specified in the DS 12.3 of the RFP are required.

b) Verification [SRFP ITC 12.4]

The original of the Proposal 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.



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.

c) Validity [*SRFP DS 7.1*]

Proposal must remain valid for a period specified in the DS 7 after the Proposal submission deadline.

d) Eligibility [*SRFP ITC 3.2, 4 and 5*]

The Consultant shall meet the requirement as to eligibility of the Consultants as specified in ITC 3.2, 4 and 5 of the RFP.



Step 5

4.2 Step 5: Technical Proposal Evaluation [*Consultant Guidelines, 3.08, SRFP ITC 10.3*]

In its evaluation of Technical Proposals, the Client shall use numerical ratings and prepare an evaluation report including a summary evaluation sheet as soon as possible. The evaluation report shall normally give detailed information on the following items, supplementing the summary evaluation sheet.

- (a) Selection Committee or other similar organization, if any, responsible for the evaluation, and the domestic laws, ordinances or orders which govern the establishment and /or functioning of the Committee or other similar organization;
- (b) Selection criteria and relative weight distribution, with reasons for adopting each criterion and the basis for deciding the weight distribution;
- (c) Rating: reason for arriving at the rating given each item for each consultant.

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

Comments and suggestions on the TOR in TECH-3 may be considered in the evaluation of Technical Proposal.

After the Technical Proposal is evaluated, Consultants whose Technical Proposals did not meet the minimum qualifying score, or who were considered non-responsive to the invitation requirements, will be notified and their Financial Proposals will be returned unopened.

The evaluation results of the Technical Proposals shall be reviewed and concurred by JICA before opening the Financial Proposals. [*Consultant Guidelines, 1.05*]

An example of a completed summary technical evaluation sheet is shown in Table 4.1.



Table 4.1 Summary Technical Evaluation Sheet

Consultant			XXX		YYY		ZZZ		
Evaluation Criteria			Points (P)	Grade/R ating (R)%	Score (P x R)	Grade/R ating (R)%	Score (P x R)	Grade/R ating (R)%	Score (P x R)
I	Experience of the Consultants relevant to the assignment		20		14.40		19.20		18.80
	(i) Experience of international projects of comparable size, complexity and technical specialty		8	Average /70	5.6	Good/ 90	7.2	Excellent /100	8.0
	(ii) Experience in developing countries under comparable conditions		8	Good/ 90	7.2	Excellent /100	8.0	Good/ 90	7.2
	(iii) Experience in Japanese ODA projects		4	Below Average /40	1.6	Excellent /100	4.0	Good/ 90	3.6
II	Adequacy of the proposed approach, methodology and work plan in responding to the Terms of Reference		30		19.20		25.80		23.40
	(i) Technical Approach and methodology		12	Average /70	8.4	Good/ 90	10.8	Average /70	8.4
	(ii) Work plan		12	Average /70	8.4	Good/ 90	10.8	Good/ 90	10.8
	(iii) Organization and staffing		6	Below Average /40	2.4	Average /70	4.2	Average /70	4.2
III	Key Experts' qualifications and competence for the assignment(*1)		50		35.30		43.48		39.52
	International								
	(i) Team leader		15		11.10		13.80		12.90
	(ii) Road engineer		7		6.02		7.00		6.30
	(iii) Transport economist		5		3.20		4.10		3.50
	(iv) Environment specialist		5		3.50		4.10		3.70
	Local								
	(i) Road engineer		6		4.44		5.52		4.80
	(ii) Transport economist		4		2.96		2.96		3.12
	(iii) Environment specialist		4		2.24		2.96		2.96
	(iv) Social specialist		4		1.84		3.04		2.24
	Total(*2)			100		68.90		88.48	

*1 The rating and score of each member of staff based on the three subcriteria are shown in the technical evaluation sheet for staff members, and the relevant scores are transferred to the summary technical evaluation sheet.

*2 The minimum technical score is seventy (70) points, in this example.



Consultant XXX, which fails to achieve the minimum technical score, is rejected at the stage of evaluation of the Technical Proposals.

Evaluation sheets for staff members are prepared for each Consultant to show the evaluation results based on the three subcriteria on qualifications and competence of staff. The score of each Expert in the evaluation sheet for staff members of each Consultant is transferred to the summary technical evaluation sheet.

An example of a completed evaluation sheet for staff members of Consultant YYY is shown in Table 4.2.

Table 4.2 Evaluation Sheet for Experts

Consultant YYY

Subcriteria		General qualifications (20%)			Adequacy for the assignment (60%)			Familiarity with the language and the conditions of the country (20%)			Sub-Total
Position	Total Points	Points (P)	Grade /Rating (R)%	Score (P x R)	Points (P)	Grade /Rating (R)%	Score (P x R)	Points (P)	Grade /Rating (R)%	Score (P x R)	
International											
(i) Team leader	15	3.0	Excellent / 100	3.00	9.0	Good/ 90	8.10	3.0	Good/ 90	2.70	13.80
(ii) Road engineer	7	1.4	Excellent / 100	1.40	4.2	Excellent / 100	4.20	1.4	Excellent / 100	1.40	7.00
(iii) Transport economist	5	1.0	Average /70	0.70	3.0	Good/ 90	2.70	1.0	Average /70	0.70	4.10
(iv) Environment specialist	5	1.0	Average /70	0.70	3.0	Good/ 90	2.70	1.0	Average /70	0.70	4.10
Local											
(i) Road engineer	6	1.2	90	1.08	3.6	Good/ 90	3.24	1.2	Excellent / 100	1.20	5.52
(ii) Transport economist	4	0.8	Average /70	0.56	2.4	Average /70	1.68	0.8	Good/ 90	0.72	2.96
(iii) Environment specialist	4	0.8	Average /70	0.56	2.4	Average /70	1.68	0.8	Good/ 90	0.72	2.96
(iv) Social specialist	4	0.8	Average /70	0.56	2.4	Average /70	1.68	0.8	Excellent / 100	0.80	3.04
Sub-Total	50			8.56			25.98			8.94	43.48

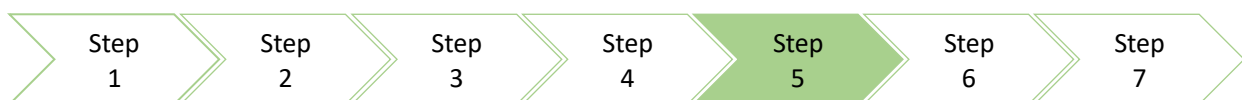
The results of evaluation of the Technical Proposals shall be reviewed and concurred by JICA. In the case of QCBS, JICA's review and concurrence shall be given before public opening of the Financial Proposals. In the case of QBS, JICA's review and concurrence shall be given before opening the Financial Proposal of the highest-ranked Consultant, and initiating contract negotiations with it (refer to Chapter V). [*Consultant Guidelines, 1.05*]

Examples of score sheet for technical evaluation and technical evaluation reports for QCBS and QBS are provided as Annexes III and IV.



In the case of QCBS, the Client shall notify in writing the Consultants whose Technical Proposals were determined to be responsive to the key aspects of the RFP and achieved the minimum technical score, informing them of the technical scores, indicating the date, time and place of opening of the Financial Proposals. [SRFP, ITC 13.5]

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, informing them of the technical scores and return their Financial Proposals unopened. [SRFP, ITC 13.6]



Step 6

4.3 Step 6: Financial Proposal Evaluation

4.3.1 Financial Proposal Opening <Applicable only to QCBS>

[Consultant Guidelines, 3.09 / SRFP, ITC 13.8]

After announcing the name of the Consultants whose Financial Proposals will be opened and their technical scores, the Client shall open the Proposals publicly in the presence of the Consultants' representatives who choose to attend. The following shall be read out and recorded:

- (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.

4.3.2 Financial Proposal Evaluation <Applicable only to QCBS>

[Consultant Guidelines, 3.10]

4.3.2.1 Evaluation of Financial Proposals [SRFP, ITC 14.5]

After confirming the conformity of the validity period of the Financial Proposals, the Client's Evaluation Committee shall review them to determine the evaluated total price (ETP) for each Financial Proposal through the four (4) evaluation procedures (a) to (d) as shown in Figure 4.1.

(a) Correction

The prices will be corrected in the following cases that can be judged as mistake, according to the methods below.

i) Arithmetical Errors

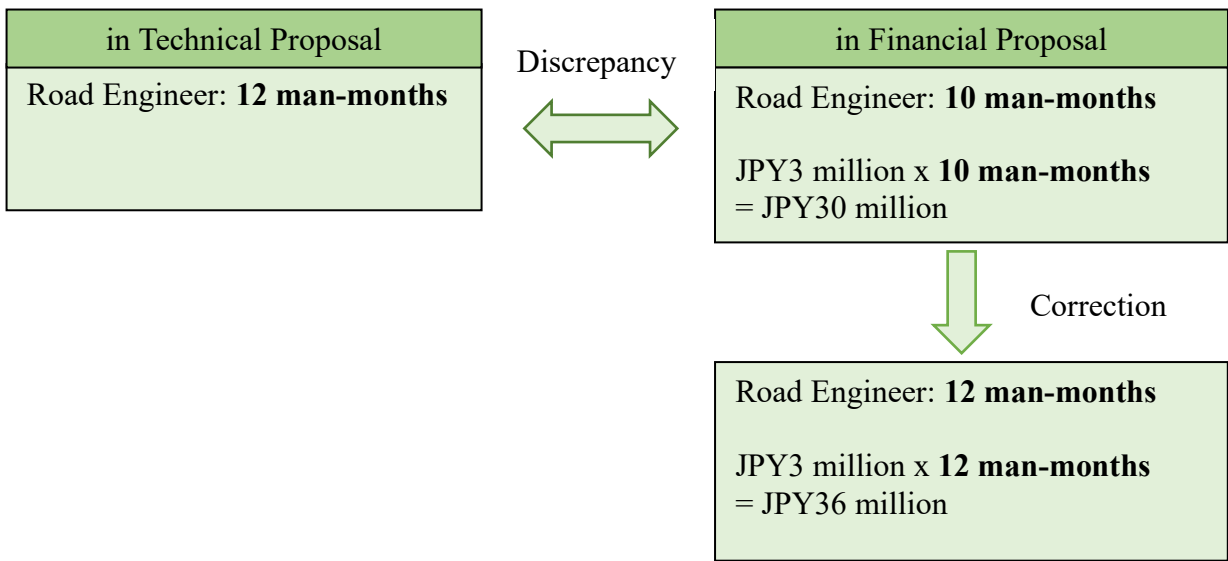
In case of discrepancy (i) between a partial amount (sub-total) and the total amount; or (ii) between the amount derived by multiplication of unit price with quantity and the total price; or (iii) between words and figures, the former will prevail. [SRFP, ITC 14.5(a)(i)]

ii) Discrepancy in Quantities of Input between Technical and Financial Proposals

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 (e.g., personnel schedule inputs, number and duration of field trips, applicable per diems, etc.), apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total offered price. [SRFP, ITC 14.5(a)(ii)]



An example of “Correction” of “Discrepancy in Quantities of Input between Technical and Financial Proposals” is shown below.



In case of discrepancy between the Technical and Financial Proposals in indicating the numbers of man-months of an Expert, the Client will correct the quantity in the Financial Proposal to be consistent with the one in the Technical Proposal. The unit rate of remuneration used for the correction shall be the one proposed for the Expert in the Financial Proposal.

In case that a Consultant proposed 12 man-months for Road Engineer in Technical Proposal, however, calculated its remuneration as 10 man-months with the rate of JPY3 million (total JPY30 million) in the Financial Proposal, the man-months indicated in the Financial proposal are less than those indicated in the Technical Proposal. The Client needs to correct the Financial Proposal by applying the rate proposed for the Expert in the Financial Proposal to additional two man-months.

i.e.

JPY6 million (= JPY3 million x 2 man-months) shall be added to the proposed remuneration of Road Engineer JPY30 million. The corrected amount is JPY36 million (= JPY30 million + JPY6 million).



(b) Adjustment [SRFP, ITC 14.5(a)(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.

Unlike the above a) ii), in case of discrepancy in activities or items between Technical and Financial Proposals, it is impossible to determine whether it is a simple omission or mistake arguably due to human error or it can be assumed to be included elsewhere in the Financial Proposal. In the case of omissions due to mistakes, the Client will adjust the amount in accordance with the methods stipulated in ITC 14.5(a)(iii) of the RFP for the purpose of fair financial evaluation and comparison and, if the Client will enter into a contract with the Consultant, this matter will be clarified in the contract negotiation before signing the contract.

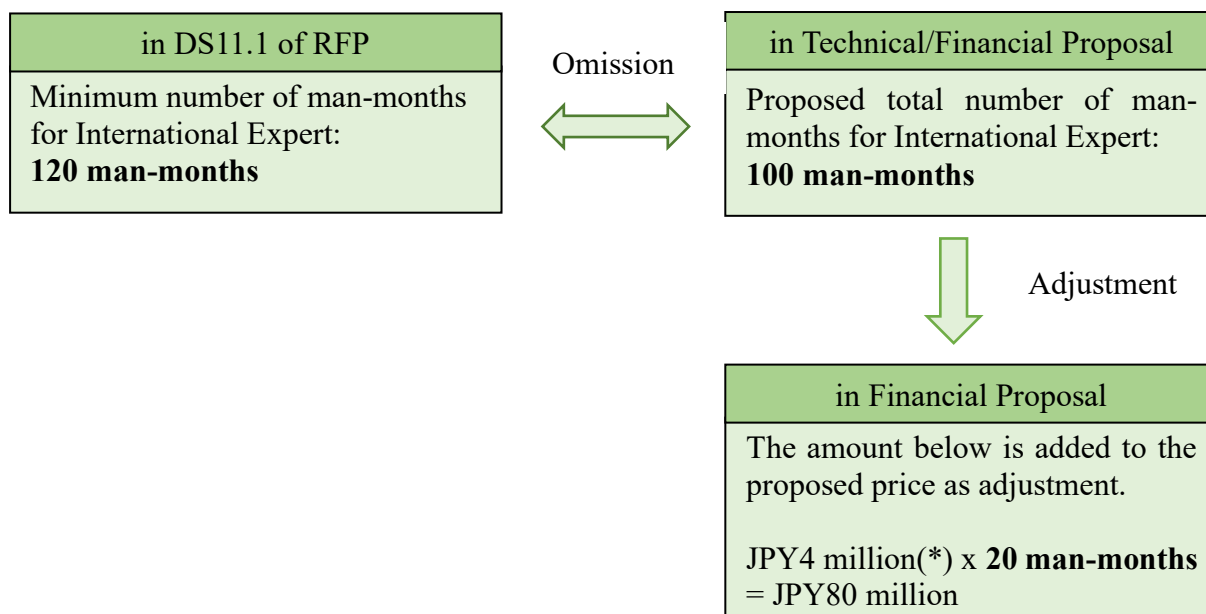
i) Material Omissions of Items of Reimbursable Expenses

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.

ii) Omissions of Items of Remuneration

If less than the minimum number of man-months specified in the DS 11.1 of the RFP 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. The Client will price them by applying the highest remuneration rate per month in each category (International or Local Experts) among all the Proposals to the additional number of man-months.

An example of “Adjustment” of “Omissions of Items of Remuneration” is shown below.



In case that a Consultant proposed 100 man-months as total International Experts in the Technical and Financial Proposals, while the minimum man-months for International Expert is stipulated as 120 man-months in DS 11.1, the man-months indicated in the Technical and



Financial Proposals are less than the minimum man-months stipulated in DS 11.1. The Client needs to adjust the Financial Proposal for the purpose of evaluation, by applying the highest remuneration rate per month in International Expert among all the Proposals (JPY4 million(*)).

i.e.

JPY80 million (= JPY4 million x 20 man-months) shall be added to the proposed remuneration of International Experts.

(c) Exclusion

Non-competitive components as the following items shall be excluded from Financial Proposal. [SRFP, ITC 14.6]

i) Provisional Sums

- Specified Provisional Sum
- Provisional Sum for Contingency Allowance

ii) Local Indirect Taxes Estimates (refer to clause 3.2.8)

- Taxes to be exempted as “Pay & Reimburse” exemptions
- Taxes to be paid by Client on behalf of Consultant
- Taxes payable by the Consultant

(d) Conversion

The ETP shall be then converted to a single currency using the selling rates of exchange, whose source and date are indicated in the DS 14.6 of the RFP. [SRFP, ITC 14.6 and DS 14.6]





*Local indirect tax will also be excluded from the evaluation.

Figure 4.1 Evaluation Procedure of Financial Proposal

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 (Substitution of Key Experts at Validity Extension.) If Financial Proposals contain unreasonably low price, the Borrower should ask the Consultant concerned for clarification of such an offer and should receive answers from the Consultant to ensure appropriate execution during the contract stage, before concluding the evaluation. [SRFP, ITC 14.1]

4.3.2.2 Determining Financial Score

The lowest ETP is then given a maximum score of hundred (100) points. This is then used as a basis to calculate the score of the other Financial Proposals. The financial score for each proposal is inversely proportional to its ETP, that is, the higher the ETP, the lower the financial



score. [SRFP, ITC 14.7]

The financial score is computed as follows:

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

where:

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

F_m is the ETP of the lowest priced Financial Proposal,

F is the ETP of the Financial Proposal under consideration.

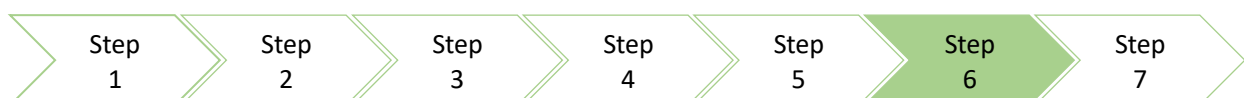
An example is shown below:

ETP of the lowest priced Proposal = JPY 80 million

ETP of the second lowest priced Proposal = JPY 85 million

✧ Financial score of the lowest priced ETP = **100** points

✧ Financial score of the second lowest priced ETP = $100 \text{ points} \times \frac{\text{JPY 80 million}}{\text{JPY 85 million}} = \mathbf{94.118}$ points



Step 7

4.4 Step 7: Ranking of Proposal <Applicable only to QCBS>

Final ranking will be determined by applying a weight specified in DS14.8 respectively to the technical and financial scores of each of the evaluated qualifying Technical and Financial Proposals and then computing the relevant combined total score for each Consultant. The weight for the “cost” shall be chosen, taking into account the complexity of the assignment and the relative importance of quality. It shall normally be 20%. [*Consultant Guidelines, 3.10, SRFP, ITC 14.8 and DS 14.8*]

The total score is computed as follows:

Total Score
Technical score x Weight + Financial score x Weight

An example is shown below:

- ✧ Weight for quality: 80%, Weight for cost: 20%
- ✧ Minimum qualifying technical score: 70 points

Technical Score

Consultant XXX: [Technical score] **68.900** points ==> disqualified

Consultant YYY: [Technical score] **88.480** points, [ETP] JPY 85 million

Consultant ZZZ: [Technical score] **81.720** points, [ETP] JPY 80 million
(refer to Table 4.1 in clause 4.2)

In this case, the total score of Consultant YYY and that of Consultant ZZZ are computed as follows:

Financial Score

Consultant YYY: **94.118** points

Consultant ZZZ: **100.000** points (refer to clause 4.3.2.2)

Total Score

Consultant YYY: **88.480** points x 80% + **94.118** points x 20% = **89.608** points

Consultant ZZZ: **81.720** points x 80% + **100.000** points x 20% = **85.376** points

Once the final scores for each Proposal have been calculated, they can be ranked from highest to lowest. In the event two or more Proposals have the same scores in the final ranking of Proposals, the Proposal with the highest technical score will be ranked higher and that with the next highest technical score will be ranked lower.

The final evaluation results are summarized in an evaluation sheet.

An example of a completed summary evaluation sheet is shown in Table 4.3.



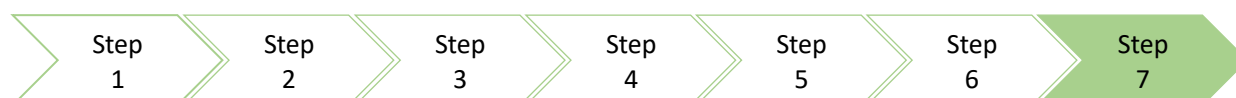
Table 4.3 Summary Evaluation Sheet

Consultant	Technical Score (T)	Weight (W)	T x W	Price	Financial Score (F)	Weight (W)	F x W	Total Score	Rank
XXX	68.900	0.8		-	-	-	-	-	-
YYY	88.480	0.8	70.784	85 million JPY	94.118	0.2	18.824	89.608	1
ZZZ	81.720	0.8	65.376	80 million JPY	100.000	0.2	20.000	85.376	2

Note: Consultant XXX which fails to achieve the minimum technical score is rejected at the stage of evaluation of Technical Proposals.

The final results of evaluation of Proposals shall be reviewed and concurred by JICA before inviting the highest-ranked Consultant to contract negotiations. [*Consultant Guidelines, 1.05*]

The example of final evaluation report for QCBS is provided as Annex V.



CHAPTER V. CONTRACT

The procedure of the contract negotiation is different between QBS and QCBS except clause 5.4 and 5.5 as follows.

<In case of QBS>

[QBS] 5.1 Outline of Negotiation Procedures and Invitation to Negotiation

[*Consultant Guidelines, 3.11*]

The Borrower shall invite the highest-ranked Consultant to enter into negotiations on the conditions of a contract between them, after JICA's review and concurrence on evaluation of the Technical Proposals. [*SRFP, ITC 14.7 and DS 14.7 in Option A*]

Discussions concerning costs and other financial matters shall be conducted only with a Consultant who has been selected to be invited to enter into contract negotiations. In the event that the Financial Proposal of the Consultant was not submitted together with the Technical Proposal, the Borrower notifies the Consultant with the highest technical score in writing and requests that the Consultant submit its Financial Proposal.

The Borrower indicates in the notification letter the date and time set for negotiations and any issues or comments on the Consultant's Proposal to enable the Consultant to prepare a response and make any necessary arrangements. The Borrower should prepare minutes of the negotiations.

If the Borrower and the highest-ranked Consultant are unable to reach agreement on a contract within a reasonable time, the Borrower shall terminate the negotiations with the first Consultant and invite the Consultant who ranked second in the evaluation to enter into negotiations. The Borrower shall consult with JICA prior to taking this step. This procedure shall be followed until the Borrower reaches agreement with a Consultant.

[QBS] 5.2 Items Subject to Technical Negotiation

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 due to validity extension of Proposal. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. [*SRFP, ITC 7.6 and 15.3*]

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. [*SRFP, ITC 15.4*]

The technical negotiations will not substantially alter the TOR attached to the RFP and the Technical Proposals submitted by the Consultant. [*SRFP, ITC 15.5*]

Negotiations will include clarifications of the following:

- Scope of work
 - Technical approach and methodology
 - Work plan and schedule
-

- Organization and personnel
- Deliverables
- Counterpart staff and facilities
- Contract special conditions

While there should be some flexibility in work plans, staff assignment and major work inputs which have been previously agreed on as appropriate for the assignment, they shall not be materially modified to meet a budget. The Borrower and the Consultant will finalize the TOR, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the contract as Appendix A “Description of Services” as shown in Section X of the SRFP. Special attention will be paid to clearly defining the inputs and facilities required from the Borrower to ensure satisfactory implementation of the assignment.

[QBS] 5.3 Items Subject to Financial Negotiation

The financial negotiations will include a clarification (if any) of the Consultant’s tax liability in the Borrower’s country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. *[SRFP, ITC 11.2 and 15.6]*

The financial negotiations will include a detailed review of all the Consultant’s proposed costs including a review of all documentation provided by the Consultant in support of proposed costs. In particular, the Consultants shall provide full details of the remuneration of all nominated Experts. However, unless there are exceptional reasons, the financial negotiations shall not involve the remuneration rates for Experts. *[SRFP, ITC 15.7 in Option A]*

<In case QCBS>

[QCBS] 5.1 Outline of Negotiation Procedures and Invitation to Negotiation

[Consultant Guidelines, 3.11]

The Borrower shall invite the highest-ranked Consultant to enter into negotiations on the conditions of a contract between them, after JICA’s review and concurrence on the final results of evaluation of the Proposals. *[SRFP, ITC 14.8 and DS 14.8 in Option B]*

The Borrower notifies in writing the Consultant whose proposal has obtained the highest total score and invites the selected Consultant for negotiations.

The Borrower indicates in the notification letter the date and time set for negotiations and any issues or comments on the Consultant’s Proposal to enable the Consultant to prepare a response and make any necessary arrangements. The Borrower should prepare minutes of the negotiations.

If the Borrower and the highest-ranked Consultant are unable to reach agreement on a contract within a reasonable time, the Borrower shall terminate the negotiations with the first Consultant and invite the Consultant who ranked second in the evaluation to enter into negotiations. The Borrower shall consult with JICA prior to taking this step. This procedure shall be followed until the Borrower reaches agreement with a Consultant.

[QCBS] 5.2 Items Subject to Technical Negotiation

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 due to validity

extension of Proposal. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. [SRFP, ITC 7.6 and 15.3]

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. [SRFP, ITC 15.4]

The technical negotiations will not substantially alter the TOR attached to the RFP and the Technical Proposals submitted by the Consultant. [SRFP, ITC 15.5]

Negotiations will include clarifications of the following:

- Scope of work
- Technical approach and methodology
- Work plan and schedule
- Organization and personnel
- Deliverables
- Counterpart staff and facilities
- Contract special conditions

While there should be some flexibility in work plans, staff assignment and major work inputs which have been previously agreed on as appropriate for the assignment, they shall not be materially modified to meet a budget. The Borrower and the Consultant will finalize the TOR, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the contract as Appendix A "Description of Services" as shown in Section X of the SRFP. Special attention will be paid to clearly defining the inputs and facilities required from the Borrower to ensure satisfactory implementation of the assignment.

[QCBS] 5.3 Items Subject to Financial Negotiation

The financial negotiations will include a clarification (if any) of the Consultant's tax liability in the Borrower's country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. [SRFP, ITC 11.2 and 15.6]

Proposed unit rates for remuneration shall not be altered since they have been factors in the selection process. The financial negotiations will, 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. Unless there are exceptional reasons, the unit rates of reimbursable expenses shall not be subject to negotiation. [SRFP, ITC 15.7 in Option B]

5.4 Contract and Request of JICA Review [Consultant Guidelines, 1.05]

Upon conclusion of the Contract negotiations, the Client shall invite the selected Consultant for signing of the Contract. However, as the result of the negotiations, if the RFP including Contract documents needs an important modification from the original RFP concurred by JICA, the Borrower shall obtain JICA's concurrence for such modification before the signing.

The signed Contract shall be reviewed and concurred by JICA, in principle, before implementation of the consulting services. Any important modification or cancellation of a contract reviewed by JICA shall require the prior concurrence of JICA.

5.5 Notification to Unsuccessful Consultants and Debriefing

[Consultant Guidelines, 3.12 / SRFP, ITC 18]

After signing of contract with the selected Consultant, the Borrower shall notify all Consultants who have submitted Proposals but not selected, of the result of the selection and that they were unsuccessful.

If any Consultant who submitted a proposal wishes to ascertain the reasons why its proposal was not selected, such Consultant may request a debriefing in writing or in a meeting from the Borrower. The Borrower shall promptly provide an explanation in writing as to why its proposal was not selected.

ANNEXES

Annex I	Example of Request for Expressions of Interest (REOI)
Annex II	Example of Detailed Evaluation Criteria for Technical Proposal
Annex III	Example of Score Sheet for Technical Evaluation
Annex IV	Example of Technical Evaluation Report
Annex V	Example of Final Evaluation Report (QCBS)
