

Chapter 1: The Employment of Consultants

TABLE OF CONTENTS

	Page
PART I GENERAL	1
Section 1.01 Introduction	1
Section 1.02 Need for Employment of a Consultant	2
Section 1.03 Responsibilities of the Borrower in Selection of a Consultant	2
Section 1.04 The BANK's Files on Consultants	2
PART II CONSULTING SERVICES	3
Section 2.01 Types of Assignment	3
Section 2.02 Responsibilities of Consultants	5
Section 2.03 Competence of Consultants	7
Section 2.04 Impartiality of Consultants	8
Section 2.05 Types of Consultants	9
Section 2.06 Eligibility	12
Section 2.07 Monitoring by the BANK	13
PART III SELECTION PROCEDURES	14
Section 3.01 General	14
Section 3.02 Misprocurement	16
Section 3.03 Preparation of Terms of Reference	17
Section 3.04 Preparation of Short List of Consultants	19
Section 3.05 Preparation of Letter of Invitation	21
Section 3.06 Sending of the Letter of Invitation to Consultants	23
Section 3.07 Evaluation of Proposals	24
Section 3.08 Contract Negotiations	26
Section 3.09 Informing Unsuccessful Consultants	27
PART IV CONTRACT	28
Section 4.01 General	28
Section 4.02 Scope of the Project and of the Consulting Services	29
Section 4.03 Duration of Contract	29

Section 4.04	Conditions relating to Validity of Contract.....	30
Section 4.05	Responsibilities of the Parties.....	31
Section 4.06	Contract Amount.....	32
Section 4.07	Description of Consultants' Costs and Fees.....	33
Section 4.08	Currency in which Costs and Fees are to be Expressed.....	34
Section 4.09	Conditions and Methods of Payment.....	35
Section 4.10	Ownership and Disposal of Equipment.....	36
Section 4.11	Services to be provided by the Borrower.....	36
Section 4.12	Privileges and Immunities of the Consultant.....	36
Section 4.13	Serious Hindrances.....	37
Section 4.14	Reports.....	38
Section 4.15	Copyright.....	38
Section 4.16	Modifications.....	39
Section 4.17	Force Majeure.....	40
Section 4.18	Termination.....	41
Section 4.19	Settlement of Disputes.....	42
Section 4.20	Applicable Laws.....	43
Section 4.21	Language.....	43
ANNEX I	TERMS OF REFERENCE.....	44
1.	Project Information.....	44
2.	Other Relevant Information.....	44
3.	General Terms of Reference.....	44
4.	Specific Terms of Reference.....	45
5.	Services and Facilities to be provided by the Borrower.....	45
ANNEX II	SHORT LIST OF CONSULTANTS.....	46
ANNEX III	LETTER OF INVITATION (SAMPLE).....	47
ANNEX IV	SUMMARY EVALUATION SHEET (SAMPLE).....	51

Part I GENERAL

Section 1.01 Introduction

(1) “Guidelines for the Employment of Consultants under JBIC ODA Loans” are applicable to the ODA Loans provided by JAPAN BANK FOR INTERNATIONAL COOPERATION (hereinafter referred to as “the BANK”), under the Section (1), Paragraph 2, Article 23 of THE JAPAN BANK FOR INTERNATIONAL COOPERATION LAW.

(2) For the efficient and proper preparation and implementation of projects financed in whole or in part by ODA Loans of the BANK, most Borrowers of ODA Loans of the BANK require the assistance of consultants. (In these Guidelines, the term "the Borrower" also refers to the Executing Agency of the project and the term "consultant(s)" means "consulting firm(s)," individual consultants being excluded unless otherwise explicitly stated).

(3) The purpose of these Guidelines is to indicate the BANK 's views as to the proper selection and employment of consultants and the full utilization of consultants' expertise, and to ensure their impartiality, and, in addition, to set forth general rules to be followed by Borrowers in their use of consultants. How these Guidelines are to apply to a particular project financed by ODA Loans of the BANK is to be stipulated in the Loan Agreement between the BANK and the Borrower.

<Notes>

1. Paragraph (1):

This paragraph defines the term “JBIC ODA Loans” and states that these Guidelines are applicable to JBIC ODA Loans.

Section 1.02 Need for Employment of a Consultant

In most cases, the need to employ a consultant will be established jointly by the Borrower and the BANK and the Terms of Reference for their services will be drawn up, either prior to or in the course of the negotiations relating to ODA Loan of the BANK. At the same time, the two parties will agree on the approximate amount of funds required for such services.

Section 1.03 Responsibilities of the Borrower in Selection of a Consultant

The selection of a consultant for a project financed by ODA Loans of the BANK is the responsibility of the Borrower.

Section 1.04 The BANK's Files on Consultants

(1) The BANK maintains files of information supplied by a number of consultants concerning their capability and experience.

(2) Information in the BANK 's files on consultants is available to the Borrowers who wish to review and assess the experience and qualifications of consultants they are considering for their projects. However, the information available in the BANK 's reference files is limited, and it is frequently necessary for the BANK, or the Borrowers, to request additional detailed information from a particular consultant in order to form a judgment of its capability to carry out a specific assignment.

(3) The fact that the BANK has been supplied with information about a consultant does not entitle that consultant to any contract to be financed by ODA Loans of the BANK. Neither does it indicate that the BANK endorses the consultant's qualifications in general, nor that the BANK will accept the consultant's appointment for any specific project. The BANK has no list of "approved" consultants.

Part II CONSULTING SERVICES

Section 2.01 Types of Assignment

(1) In general, the services of consultants can be grouped into the following four broad categories:

(a) Preinvestment studies, including:

- i) determination of the relative priority to be accorded a project;
- ii) formation and comparison of alternatives, and recommendations as to which is the best;
- iii) general engineering layout and preliminary design of major structures;
- iv) estimates of costs, benefits and construction period;
- v) evaluation of economic and technical soundness, financial and commercial viability, suitability of organizational and managerial arrangements and social and environmental impact;
- vi) recommendations and/or implementation related to environmental and social matters, including implementation/review of environmental impact assessments; and
- vii) other recommendations concerning implementation of the project.

(b) Preparation services, including:

- i) detailed investigations and review of preinvestment studies;
- ii) preparation of detailed designs, specifications and contract documents;
- iii) pre-qualification of contractors, suppliers or manufacturers (hereinafter collectively referred to as "Contractor(s)");
- iv) evaluation of bids and recommendations regarding award of contract; and
- v) recommendations and/or implementation related to environmental and social matters, including implementation/review of environmental impact assessments.

(c) Implementation services, including:

- i) supervision of construction work;
- ii) technical and administrative services for the implementation and management of the project; and
- iii) recommendations and/or implementation related to environmental and social matters, including environmental management, monitoring and audit.

(d) Other services necessary for the project, including:

- i) assistance in the start-up of facilities and their operation for an initial period;

- ii) advisory services, in connection, for example, with development and sector planning and institution building;
- iii) assistance in implementation of recommendations, post-evaluation and impact studies of the project; and
- iv) other Borrower support services.

(2) Taking into account the advantages of continuity of basic technical approach, it is advisable that functions (b), (c) and (d) be carried out by the same consultant. If a consultant has already satisfactorily carried out function (a), there are usually considerable advantages in appointing that consultant to carry out functions (b), (c) and (d).

<Notes>

1. Paragraph (1):

(01) All these studies, including those in i) to vi), are termed “feasibility studies.”

(02) “Technical and administrative services for the implementation and management of the project” in ii) of (c) refer to operation and maintenance after completion of the project, overall organizational operations, financing, production management, market research (marketing), sales, information management, and labor management.

(03) i) of (d) refers to instruction and technical training associated with the operation of the project.

2. Paragraph (2):

(01) Among those referred to in iii) of (d), post-evaluation (including evaluation of the consultant’s performance) should be carried out by a consultant other than the consultant referred to in (b) or (c).

(02) Regarding the second sentence, refer to the supplementary notes for paragraph (2) of Section 3.01.

Section 2.02 Responsibilities of Consultants

(1) Consultants are at all times to exercise all reasonable skill, care and diligence in the discharge of their duties. Consultants are responsible for the accuracy and completeness of their work.

(2) In all professional matters a consultant is to act as a faithful adviser to the Borrower. The Borrower may, however, in the case of supervision of work and/or management aspects, delegate to a consultant more or less authority to act on its behalf, from full responsibility to make final decisions as an independent engineer, to that of advisor to the client with little authority to make decisions. 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 Terms of Reference and in the contract between the Borrower and the consultant.

(3) In the case of a difference of opinion between the Borrower and the consultant on any important matters involving professional judgment that might affect the proper evaluation or execution of the project, the Borrower shall allow the consultant to submit promptly to the Borrower a written report and, simultaneously, to submit a copy to the BANK. The Borrower shall forward the report to the BANK with its comments in time to allow the BANK to study it and communicate with the Borrower before any irreversible steps are taken in the matter. In cases of urgency, a consultant shall have the right to request the Borrower and/or the BANK that the matter be discussed immediately between the Borrower and the BANK. This provision shall be stated in the Terms of Reference and in the contract between the Borrower and the consultant.

<Notes>

1. Paragraph (2):

(01) In this context, the consultant's authority to act on the Borrower's behalf is mainly over the contractors, manufacturers, and suppliers, and in some cases, the Borrower's staff (counterpart staff). Nonetheless, as this is likely to result in friction in some aspects, the consultant's authority should be clearly stated in the contract. For the smooth progress of the project, it is important to clarify the authority of the supervisory/monitoring consultant—for example—to approve changes in the scope of the contractor's work.

(02) The provision states that the rights and obligations of consultants in the executing stage, especially in the work supervision stage, may be delegated to a consultant, even the authority to act as the “Engineer.” The “Engineer” is not a signer of or a party to the contract, but his name is specified in the contract and he assumes duties and responsibilities requiring special knowledge of technical design and management. In this case, the engineer is considered a person who is authorized to give instructions and directions, to exercise options determined appropriate, and to express his views. However, in no case should the Engineer be authorized to change the contract between the employer and the contractor. The Engineer may only be authorized to have the contract performed in accordance with the terms and conditions agreed upon between the employer and the contractor.

2. Paragraph (3):

Implicit in this paragraph is the point of view that “the BANK should have knowledge of important matters in a timely manner in order to enhance its monitoring of projects.” When there is a difference of opinion between the Borrower and the consultant, the BANK, with due respect for the Borrower’s opinion, may play a catalytic role very carefully to consolidate the opinions of both with a view to ensuring the feasibility of the project. It is required that this matter be specified in the TOR and the contract.

Section 2.03 Competence of Consultants

In order to ensure the efficient and proper execution of the project as specifically required by the Loan Agreement, it is essential that consultants employed on projects financed by ODA Loans of the BANK clearly possess the necessary competence.

Section 2.04 Impartiality of Consultants

In order to ensure that the goods and services used for projects financed by ODA Loans of the BANK are suitable and their cost reasonable, and in order to ensure also that designs and specifications in no way limit the BANK's requirements regarding competitive bidding, it is also essential that consultants employed on projects financed by ODA Loans of the BANK shall be demonstrably impartial.

<Notes>

1. Concerning "the BANK's requirements regarding competitive bidding," the requirements are economy, efficiency, non-discrimination, and transparency in the procurement process.
2. In relation to this section regarding impartiality, it is necessary to pay due attention to the stipulations of Section 2.05 (2) and (3).

Section 2.05 Types of Consultants

- (1) In general, consulting firms fall into one or more of the following categories:
 - (a) Independent consulting firms;
 - (b) Organizations of a public character (including public corporations and foundations) which also provide consulting services;
 - (c) Firms which combine the functions of consultant with those of contractor, or which are associated with, affiliated to, or owned by contractors;
 - (d) Firms which combine the functions of consultant with those of manufacturer, or which are associated with, affiliated to, or owned by manufacturers.
- (2) In line with Section 2.04, consulting firms in all categories of paragraph (1) of this Section employed by the Borrower to provide consulting services for the preparation related to procurement for or implementation of a project, and any of their associates/affiliates (inclusive of parent firms), shall be disqualified from working in any other capacity on the same project (including bidding relating to any goods and services for any part of the project), other than a continuation of the firm's earlier consulting services as further described in paragraph (2) of Section 3.01. Only in special cases and only with clear justification, and after taking into account all aspects and circumstances, may the BANK and the Borrower agree to permit a firm and/or its associates/affiliates (inclusive of parent firms) to be invited to bid on a project financed by ODA Loans of the BANK as a Contractor, when it is also employed on the same project as a consultant.
- (3) The provisions of paragraph (2) of this Section also apply to Contractors who lend, or temporarily second, their personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

<Notes>

1. Paragraph (1):

To ensure the impartiality of the consultant, "associates/affiliates" and "firms owned by contractors/manufacturers" should be understood in a full sense. In general, associates are considered to be those with not less than 20% of subscribed shares or total capital held by the consulting firm, and 50% in the case of affiliates.

2. Paragraph (2):

(01) "The conflict of interest provision" herein should be incorporated into the Letter of Invitation to consultants.

(02) The second sentence is limited to cases where it is absolutely necessary to employ a particular consultant in order to utilize specific know-how. Even in such cases, if the consultant's associate/affiliate is to participate in the bidding, it is necessary to have a separate consultant involved in the evaluation of proposals, not allowing that consultant to be concerned with the evaluation. In any case, permission is to be given only in extraordinary circumstances.

3. Paragraph (3):

Please refer to the following interpretation regarding the terms "lends, or temporarily second."

(01) In a case where a contractor or a manufacturer lends or temporarily seconds its personnel to a consultant, that contractor/manufacturer shall be disqualified only if the personnel are in charge of the project to which the contractor/manufacturer is related.

(02) Personnel who are lent or temporarily seconded are defined as personnel who have not resigned from the contractor/manufacturer. "Resignation" is defined as where the personnel have received a severance payment and they no longer receive any financial benefit from the contractor/manufacturer. In such a case, after the resignation, those personnel are not regarded as lent, or temporarily seconded.

(03) "Be in charge of the project" is defined as that which is specified in the consulting services contract concerning the personnel's participation in work, whether at the head office or the project site. On the other hand, in the case where the personnel lent or temporarily seconded are not in charge of the project in question, there will be no problem regarding the impartiality of the contractor/manufacturer.

(04) The impartiality of consultants is required for the contract not only at the stage of procurement but also at the stages of detailed design, preparation of tender documents, and supervision of works. In short, all staff of the consultant who participate in the stages mentioned above shall be impartial from bidders.

4. If it is found that a company is in violation of this Section, that company (associates/affiliates of a consultant) shall be disqualified from the bidding. However,

even if there is no fault on the part of the Borrower (e.g., where the relation with the contractor is not made clear in the history of consultants in the consulting contract, and the company concerned participated in the bidding and obtained the “lowest evaluated bid,” while the Borrower did not recognize the relation), the Borrower may suffer a disadvantage. Thus, the Borrower’s interests will be taken into consideration, while paying due attention to the overall project implementation and our procurement policy of the BANK as a whole.

Section 2.06 Eligibility

(1) A consulting firm employed by the Borrower for a project financed by ODA Loans of the BANK shall satisfy all of the following conditions:

A majority of the subscribed shares shall be held by nationals of the eligible source countries;

(a) A majority of the subscribed shares shall be held by nationals of the eligible source countries;

(b) A majority of the full-time directors shall be nationals of the eligible source countries;

(c) The firm shall be incorporated and registered in an eligible source country.

(2) Consulting services supplied in part by consulting firms which do not satisfy the requirement stated in the above (1) may be eligible for financing, if the total man-months supplied by such firms account for less than 50% of the man-months required for the consulting services. Such consulting firms, however, cannot be

employed by the Borrower but shall be subcontracted by the consulting firms which satisfy all of the three conditions mentioned in the above (1).

<Notes>

1. Paragraph (2):

The rule for limiting the number of man-months provided by consulting firms from non-eligible source countries to fewer than 50% of the total man-months has been stipulated in the Loan Agreement. In addition, it has been interpreted that such firms may participate as sub-consultants, but not as primary consultants, including members of a joint venture.

Section 2.07 Monitoring by the BANK

The Borrower is responsible for supervising the consultant's performance and ensuring that the consultant carries out the assignment in accordance with the contract. Without assuming the responsibilities of the Borrower or the consultant, the BANK may monitor the work as necessary in order to satisfy itself that it is being carried out in accordance with appropriate standards and is based on acceptable data. As appropriate, the BANK may take part in discussions between the Borrower and the consultant. However, the BANK shall not be liable in any way for the implementation of the Project by reason of such monitoring or participation in discussions. Neither the Borrower nor the consultant shall be released from any responsibility for the Project by reason of the BANK's monitoring or participation in discussion. This provision shall be clearly stated in the agreement between the Borrower and the consultant.

<Notes>

1. The provision clearly specifies that the BANK also can monitor the performance of a consultant, which plays an important role in a project's implementation. The BANK itself should pay attention to the consultant's performance since the BANK's participation in discussions between the Borrower and the consultant will contribute to improved communication through the sharing of information.
2. Should a problem arise between the Borrower and the consultant, attempts should first be made to solve it by the efforts of the two parties. The second half of this Section was added to prevent the BANK from being held liable due to participation in discussions concerning such or the like.
3. This Section (including the second half portion) should be specified in the contract between the Borrower and the consultant.

Part III SELECTION PROCEDURES

Section 3.01 General

(1) The BANK normally requires Borrowers to adopt the following procedures in the selection and employment of Consultants.

- (a) Preparation of the Terms of Reference and cost estimates;
- (b) Preparation of a Short List of Consultants;
- (c) Invitation to submit proposals;
- (d) Evaluation of proposals; and
- (e) Negotiation of a contract.

Consultants' proposals for services shall be evaluated solely on the basis of the qualifications of the firms and their staff members for the work, and of the quality of their proposals as regards approach and methodology. Discussions concerning costs and other financial matters, therefore, shall be conducted only with a consultant who has been selected to be invited to enter on contract negotiations.

(2) The BANK may, however, accept the Borrower's employment of a specific consultant in cases of the following:

- (a) where the consultant has already satisfactorily carried out services for the project concerned, such as preparation of a preinvestment study;
- (b) where the consultant has satisfactorily carried out services on a project closely related and/or similar to the project concerned;
- (c) where the consultant is considered to be the only firm qualified to provide the services required;
- (d) where the consultant is considered to be the best for the services required for other adequate reasons.

(3) Should two or more consultants jointly submit a proposal for consulting services, the same procedures as outlined in this Part are to be followed.

(4) Where the Borrower wishes to employ an individual consultant, the Borrower shall consult with the BANK on the selection procedures to be adopted.

(5) All documents relating to the selection and employment of consultants should be in English. If another language is used in those documents, a full English text shall be incorporated in them and it shall be specified which is governing.

<Notes>

1. Consultants play an important role in supporting the successful implementation of projects and maximize project benefits and development effects. For such objectives, consultants should be equipped with all reasonable skills, care, and diligence to provide high quality services. Therefore, consultants shall be selected based solely on quality. Under the Guidelines, price shall not be a factor in the evaluation of proposals.

2. For a Direct Contract with a specific consultant to be acceptable, the consultant needs to satisfy the following conditions:
 - (a) The consultant meets the Short List requirements (refer to Notes in Section 3.04).
 - (b) The Borrower wishes to enter into a direct contract with the consultant.
 - (c) In light of the importance of continuity in consulting services, the consultant has in the opinion of both the Borrower and the BANK, satisfactorily carried out services previous to and/or related to the project.

This may involve the following two cases:

- 1) Where the consultant who carried out the detailed design is to provide monitoring and supervisory services as well.
- 2) If the project is divided into phases, the consultant who was in charge of the previous phase is also to assume responsibility for the subsequent phases.

If the consultant who carried out the feasibility study, etc., is to carry out subsequent assignments, such as detailed design, the quality of the feasibility study must first be found satisfactory by the BANK and the Borrower. In addition, other key factors to be considered are: whether the Borrower itself really wants to employ the same consultant, whether the feasibility study progressed on schedule, and whether it is important for project implementation to employ a consultant as quickly as possible. Notwithstanding the above, a direct contract may be possible in cases where only one consultant is able to provide the service in question, provided that the Borrower wishes to select that consultant.

3. Evaluation of proposals should be conducted solely for the purpose of comparing the contents of the proposals. It is inappropriate to adopt different criteria in evaluating a proposal submitted by a single firm and one submitted by a joint venture.

Section 3.02 Misprocurement

The BANK does not finance expenditures for services provided by consultants who, in the BANK's opinion, have not been selected in accordance with the agreed procedures in the Loan Agreement, and the BANK will cancel that portion of the Loan allocated to the services provided by consultants who have not been properly selected. The BANK may, in addition, exercise other remedies under the Loan Agreement. It is the BANK's policy to require that consultants, as well as Borrowers, under contracts funded with ODA Loans of the BANK and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the BANK;

(a) will reject an 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) will recognize a consultant as ineligible, for period determined by the BANK, to be awarded a contract funded with ODA Loans of the BANK 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 ODA Loans of the BANK or other Japanese ODA.

<Notes>

1. This section has been introduced to conform with the emerging international consensus on anti-corruption (the "Convention on Combating Bribery of Foreign Public Officials in International Financial Institutions" of the Organisation for Economic Co-operation and Development (OECD) has entered into force and anti-corruption clauses have been introduced to Procurement and Consultant Employment Guidelines under loans of the World Bank and ADB.).
2. "Implementation Rules for Sanctions against a Party Engaged in Corrupt or Fraudulent Practices Under a Contract Funded by JBIC ODA Loans," which is open to public on the JBIC web site (<http://www.jbic.go.jp/english/oec/guide/fusei/index.php>), prescribes concrete measures to be taken against a party engaged in corrupt or fraudulent practices under this section.

Section 3.03 Preparation of Terms of Reference

(1) The first step in the engagement of a consultant is for the BANK and the Borrower to agree on the need to use a consultant, on the Terms of Reference for its services, on the type of consultant to be employed and on the approximate amount of funds required for the consulting services.

(2) The Terms of Reference shall describe the scope of the consulting services in as much detail as possible, especially as regards alternative solutions the consultant is expected to explore in the course of its work and as to how much authority will be delegated to it to act on the Borrower's behalf. In addition, the Terms of Reference shall provide information on the background of the project, on the availability of relevant basic data* , on national and/or other standards and the specifications to be used in the design of the project, and on the conditions under which the work shall be performed. (See Annex I)

(3) In the case of projects classified as Category A or Category B in accordance with JBIC Environmental Guidelines for ODA Loans**¹, consulting services related to environmental consideration, such as those described in Section 2.01, shall be included in the scope. (See Annex I)

* Coverage, scale and accuracy of the available maps and aerial photographs, data on climate, hydrology and subsoil, facilities available (office space, housing, transportation, counterparts), etc.

** See Section I. 2 of JBIC Environmental Guidelines for ODA Loans ("Classification of projects") and Attachment ("Criteria for Classification of Projects").

<Notes>

1. Paragraph (1):

(01) The need to employ a consultant and the Terms of Reference for the services will be fully discussed during the appraisal by the BANK.

(02) Refer to Section 4.07 for details concerning costs.

¹ Since October 1, 2003, new "JBIC Guidelines for Confirmation of Environmental and Social Consideration" has been implemented.

2. Paragraph (2):

If necessary, training and technology transfer should be explicitly stated in the Terms of Reference.

3. Paragraph (3):

In projects financed by ODA Loans of the BANK requiring environmental consideration, it is necessary to further promote the employment of consultants in order to ensure full application of the JBIC Environmental Guidelines. In line with this policy, improved environmental consideration by means of employment of consultants is required for projects classified as Category A and Category B in the JBIC Environmental Guidelines. Therefore, to ensure that “environmental consideration shall be included in the consultant’s services for all projects in Categories A and B” the statement is included in this Section (See (1) (a)-vi), (b)-v), (c)-iii) of Section 2.01).

Section 3.04 Preparation of Short List of Consultants

(1) Once the BANK and the Borrower have agreed on the Terms of Reference for the consulting services required, as described in paragraph (2) of Section 3.03, the Borrower shall prepare a Short List of Consultants to be invited to submit proposals, taking into account the factors mentioned in Parts I and II. (See Annex II)

(2) Such a Short List shall normally consist of not less than three and not more than five consultants. There is usually little advantage in inviting more than five 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.

(3) 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, the BANK will, at the request of the Borrower, make available information on consultants, from which the Borrower may draw up its own Short List.

<Notes>

1. In principle, the consultants shall satisfy the following three conditions to be listed in the Short List:
 - (01) The 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, he/she need not have any overseas experience in the area of the consulting services concerned.
 - (02) Consultants must have experience in a developing country.
 - (03) The number of the short-listed consultants is 3 to 5.

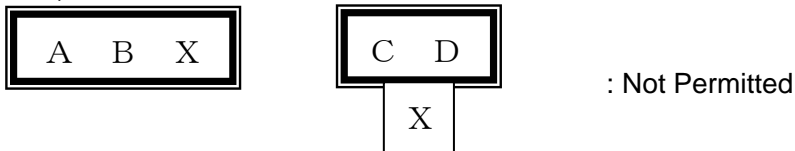
2. The reasons why the number of candidates to be approved normally needs to be 3 to 5 are:
 - To encourage firms to put a major effort (innovation, ideas) into their proposals.
 - To increase the probability of a well-qualified firm being selected.
 - To allow for an intense and meaningful evaluation of proposals.
 - To reduce the opportunity for outside influence.
 - To reduce the overall cost of consulting services in the long run.

3. Any firm from a country other than the eligible source countries must not be listed on the Short List, neither as a single participant nor a member of a joint venture.
4. The Short Listed consultants may undertake works in association with other consultants listed or not listed in the Short List as long as the Short Listed consultants execute a major portion of the required services.
5. Based on the “One Bid Per Bidder” principle, which is to ensure fair competition, the following rules for the association/Joint Venture of consultants shall be followed in general:
 - (01) The consulting firm(s), which is (are) “solely” or “jointly and severally” liable for entire performance under the contract; shall not be allowed to participate in more than one proposal in any capacity including sub-consultancy or association.
 - (02) A consultant, if acting in the capacity of a sub-consultant or association, which is not liable for the entire performance under the contract, may participate in more than one proposal in that capacity.

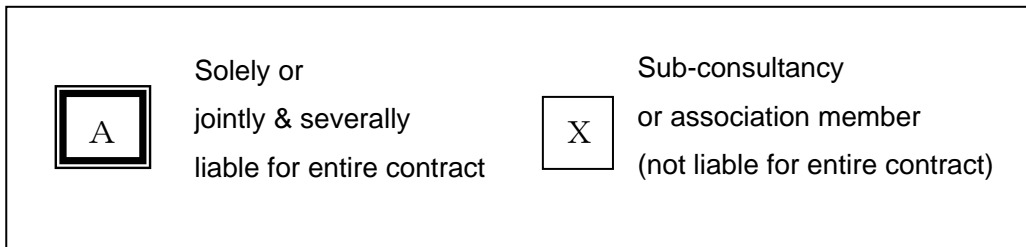
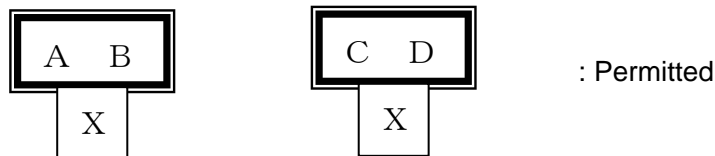
(ex. 1)



(ex. 2)



(ex. 3)



Section 3.05 Preparation of Letter of Invitation

(1) The Letter of Invitation (See Annex III) shall request consultants to cover at least the points specifically mentioned in the Terms of Reference and shall clearly state that the selection of the first consultant to be invited to negotiate a contract will be made solely on the basis of the ranking of the proposals evaluated with respect to the qualifications of the firms and their staff members for the work and to the quality of their proposals regarding approach and methodology and, that consultants shall, therefore, not include in their proposals any information on the estimated cost or financial terms of their services.

The Letter of Invitation shall also stipulate the details of the selection procedure to be followed, including the technical evaluation categories and an indication of the weight to be given to each.

(2) Since it is advisable that consultants invited to submit proposals be able to visit the country and the project site before submitting their proposals, the invitation shall, as a rule, allow 45-60 days from the date of the actual mailing of the Letter of Invitation to the deadline for submission of proposals.

(3) The Letter of Invitation shall also request consultants to notify the Borrower by cable within a specified time whether or not they intend to submit proposals.

<Notes>

1. Paragraph (1):

(01) The obligation to associate with a local consultant should not be included, as this restricts the prime consultant referred to in the Short List from making a free choice. The ratio of foreign consultants to local consultants is to be stated by the bidder in the proposal, and should not be specified by the Borrower in advance.

(02) For instance, weight is given to Section 3.077 (1) (a), (b) and (c), and (3) (a), (b) and (c) (refer to Annex IV of the Guidelines).

2. Paragraph (2):

At least 15 to 20 days must be allowed for correspondence and a further 25 to 30 days for visiting the site and preparing the proposal.

3. Paragraph (3):

Regarding the term "by cable," the Borrower may add other adequate communication

methods such as fax, e-mail, etc. for its convenience. Adopted methods shall be clearly stipulated in the Letter of Invitation.

4. Consultants on the Short List, in principle, are allowed to submit their best proposals in any form of joint venture by their own choices, provided that each member of such joint venture is from the eligible-source country and that members executing a major part of the work are going to be those consultants on the Short List. The Borrower is allowed to refuse the formation of such joint venture only if such an action is highly likely to be a serious impediment for competition or if such an action is prohibited by an Anti-trust Law, etc. In no case may the Borrower force consultants to form a certain composition of joint venture.

Section 3.06 Sending of the Letter of Invitation to Consultants

After preparing the Short List, the Letter of Invitation and the Terms of Reference in accordance with the provisions of the foregoing Sections, the Borrower shall invite all the consultants on the Short List to submit proposals by mailing to them the Letter of Invitation (the Terms of Reference to be attached thereto).

<Notes>

1. In principle, it is considered that a competition has taken place even if only one firm has submitted a proposal, because at the moment of submission, that firm does not know it is the only one submitting an offer. Therefore, the Borrower can proceed to the evaluation of the proposal and, if the proposal is satisfactory, to contract negotiations. When all firms on the Short-List form a joint venture and only one proposal is submitted, however, it is evident that competition did not take place. In such a case, the Borrower should consult with JBIC on further procedures.

Section 3.07 Evaluation of Proposals

(1) Proposals received by the Borrower in response to the invitation shall be evaluated in accordance with the criteria stipulated in the Letter of Invitation. Such criteria shall normally include:

(a) The consultant's general experience and record in the field covered by the Terms of Reference;

(b) The adequacy of the proposed approach, methodology and work plan; and

(c) The experience and records of the staff members to be assigned to the work.

(2) The relative importance of the three above-mentioned factors will vary with the type of consulting services to be performed, but in the overall rating of the proposals most weight shall normally be given either to the qualifications of the staff members to be assigned to the project or to approach and methodology, rather than to the fame or reputation of a firm.

(3) To assess the qualifications of the staff members to be assigned to the project, their curricula vitae shall be evaluated on the basis of the following three criteria:

(a) General qualifications (education, length of experience, types of position held, length of service with the firm, etc.);

(b) Suitability for the project (experience 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 in which the work is to be performed or experience in similar environments.

(4) In its evaluation of the proposals, the Borrower shall use numerical ratings and prepare an evaluation report including a summary evaluation sheet (a sample is shown in Annex IV) 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 for each item for each firm.

<Notes>

1. Paragraph (1):

(01) As the consultant's experience and record should have already been considered satisfactory at the stage of preparing the Short List, his/her experience in the specific/critical field related to the project should be stressed at the evaluation stage.

(02) The term "approach" refers to general and technical policies for performing services, depending on the Terms of Reference concerned, "methodology" meaning the service system, flow of services, and technical methods for consolidating the "approach," and the "work plan" includes a specific staff assignment plan, though the lines of demarcation separating one from another are not necessarily clear. For instance, the general approach and its methodology include: cooperation with the project-executing agency; the establishment of a project office; and the utilization of local consultants. On the other hand, technical approach and its methodology include: the method of updating data; the implementation of further studies and the formulation of plans; the selection/preparation of design standards and design formulae; the presentation of alternative plans; technological transfer; the type, method, and frequency of quality inspection; and the utilization of computers and model simulations.

2. Paragraph (3):

As the project manager is a major factor in determining the success of the consulting services, his/her ability should be of the highest order (refer to Annex IV of the Guidelines).

Section 3.08 Contract Negotiations

(1) After evaluation of the proposals has been completed, the Borrower shall invite the highest-ranked consultant to enter on negotiations on the conditions (including costs and financial terms) of a contract between them.

(2) If the two parties 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 on negotiations. The Borrower shall consult with the BANK prior to taking this step. This procedure shall be followed until the Borrower reaches agreement with a consultant.

(3) 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 shall not be materially modified to meet a budget.

<Notes>

1. Discussions on the work program, staff assignment plan, and services to be provided by the Borrower should be completed before price negotiations take place.
2. Paragraph (2):
Contract negotiations with the second-ranked consultant require prior consultation with the BANK.
3. Financial negotiations shall be reasonable based on market rates in order to keep consistency between the quality and the price of the services.
4. Before or after the contract, any change of the proposed staff should not affect the quality of services and undermine the effectiveness of the selection procedures. Therefore, if a change of staff is necessary, it should be examined in a discreet manner with its reasons. In case such a change is reasonably underpinned, the staff to be assigned shall be qualified at the same or higher level as required in the evaluation criteria.

Section 3.09 Informing Unsuccessful Consultants

Promptly after completion of negotiations with the selected consultant, the Borrower shall notify the other consultants on the Short List that they have been unsuccessful.

Part IV CONTRACT

Section 4.01 General

The contract between the Borrower and the consultant shall be prepared in such detail as to adequately protect the interests of both parties to the contract. As a rule, the contract shall, inter alia, include the clauses outlined below.

<Notes>

The consultant's proposal is usually excluded from the contract. However, the Terms of Reference revised in line with the proposal will be included.

Section 4.02 Scope of the Project and of the Consulting Services

The contract shall describe in detail the scope and duration of the project and of the services to be rendered by the consultant.

Section 4.03 Duration of Contract

The contract shall specify the dates for the beginning and completion of the consultant's services.

<Notes>

A bar chart is normally used for the schedule.

Section 4.04 Conditions relating to Validity of Contract

The contract shall include a clause specifying on what conditions it will be valid.

<Notes>

If the BANK's concurrence is required for the contract under the Loan Agreement, that concurrence should be a condition for effectuation of the contract.

Section 4.05 Responsibilities of the Parties

(1) The contract shall clearly describe the responsibilities of the Borrower and of the consultant and the relationship between them.

(2) Where the consultant is a joint venture or other form of association of firms, the contract shall state clearly whether they will both/all be "jointly and severally" responsible for performance under the contract, or whether one firm will be "solely" responsible, and shall state which firm will be acting on behalf of the joint venture (or other type of association of firms) in all its relations and communications with the Borrower.

<Notes>

1. Paragraph (2):

(01) The terms "joint venture," "joint operation," "association," etc., are used to describe forms of association between firms, but their definitions vary from country to country. As the definitions are not uniform internationally, the responsibilities/obligations of the parties should be clearly stated in the contract.

(02) "Jointly and severally" means that, in the case of either party breaching the contract, the other party shall have the capacity to perform the contract and assume the responsibility therefor.

Section 4.06 Contract Amount

The contract shall state clearly the total amount, or "ceiling", of fees to be paid to the consultant.

<Notes>

1. The form of payment outlined in the contract for consulting services is in most cases time-based, and JBIC recommends the use of the time-based payment method. Other forms of payment outlined in the contract are a lump-sum or cost-plus-fixed-fee. Separate ceilings are normally set for the domestic currency and foreign currency portions.
2. A time-based payment method is recommended for the contracts in which the duration and quantity of services depends on variables that are beyond the control of consultants such as supervision work, or TOR/output cannot be established/assessed with sufficient precision such as management, training, etc.

Section 4.07 Description of Consultants' Costs and Fees

(1) The personnel costs and fees necessary for fulfillment of the contract shall normally be expressed in terms of fixed "man-month rates" for each expert staff member to be provided by the consultant. The "man-month rate" will 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.

(2) For extended periods of field service in the country concerned, the contract may also provide for overseas allowances in addition to the "man-month rate" mentioned in paragraph (1) of this Section.

(3) The contract shall stipulate clearly the number of working or calendar days of vacation and sick leave to which each staff member will be entitled.

(4) In addition to the personnel costs described under paragraph (1) of this Section, the contract shall normally provide for reimbursement, at actual cost or agreed "unit cost", for travel, equipment and other items necessary for the consulting services covered by the contract.

(5) The contract shall normally include an amount set aside for contingencies, such as work not foreseen and rising costs, which the consultant may not use, however, without the written approval of the Borrower.

<Notes>

1. Paragraph (4):

Direct costs include airfare, communication/transport costs, daily allowance (per diem), accommodation charges, cost of vehicles and office supplies, office rent, costs involved in preparing reports, further investigation costs, data-processing costs, equipment-delivery costs, and costs for employing local staff.

2. Paragraph (5):

Physical contingencies normally account for 5 to 10% of the amount of the contract. For contracts with a duration of more than 18 months, it is recommended to add a price adjustment clause.

Section 4.08 Currency in which Costs and Fees are to be Expressed

ODA Loan of the BANK is denominated in Japanese Yen and the costs and fees should normally be stated in Japanese Yen. Whenever necessary, however, other international trading currencies may also be permitted. In addition, any portion which the consultant expects to spend in the Borrower's country may be stated in the currency of the country of the Borrower.

<Notes>

It is permissible for the price to be stated in US dollars or other major currencies when considered necessary. The term "international trading currency" refers to the so-called "hard currencies," such as the US dollar or the euro.

Section 4.09 Conditions and Methods of Payment

(1) The contract shall specify the conditions and methods of payment, the currency or currencies in which payment is to be made, and the rate of exchange for any currency conversion.

(2) Payment to the consultant shall be scheduled in such a manner as roughly to keep pace with its expenditures (i.e. the consultant shall not receive payments substantially in advance of its actual expenses for its services nor shall it have to wait long for payment for services already rendered). In line with this concept, the contract may, when appropriate, provide for the following:

(a) An advance payment to the consultant at the time the contract becomes effective that will approximately cover its initial reimbursable expenses;

(b) Withholding of the final payment until all services covered by the contract have been completed or certain performance guarantees have been given.

In case (b) above, however, the final payment shall be made within the disbursement period stipulated in the Loan Agreement.

<Notes>

1. Paragraph (2):

Interim payments are normally made on a quarterly or bi-monthly basis for the smooth implementation of the services.

2. Paragraph (2) (a):

Initial costs that are particularly likely to accrue include airfare, transport costs, equipment-delivery costs, and rent. Normally, an advance payment is less than 15% of the amount of the contract.

3. Paragraph (2) (b):

Normally, the final payment accounts for 5 to 10% of the amount of the contract. Performance guarantees are given only in cases where the final product can easily be calculated (e.g., fertilizer production volume, amount of electricity generated).

Section 4.10 Ownership and Disposal of Equipment

The contract shall stipulate the ownership of equipment to be procured, and the manner of disposal of any equipment remaining after the services have been completed.

<Notes>

Equipment is normally handed over to the Borrower.

Section 4.11 Services to be provided by the Borrower

The contract shall clearly specify the services and facilities to be provided by the Borrower, such as counterpart staff, maps, aerial photographs, data and statistics, office space, housing, vehicles and equipment.

<Notes>

The services and facilities agreed in the contract to be provided by the Borrower shall be securely offered so that the consultant can commence and provide services in a smooth and efficient manner.

Section 4.12 Privileges and Immunities of the Consultant

The contract shall state clearly what privileges and immunities the consultant will be accorded, especially as regards visas and work permits, corporate and personal income taxes and other dues, customs duties, etc.

<Notes>

1. The scope of the tax-exemption clause should be explicitly stated in the contract.
2. Due attention should be given to the payment of taxes when the consultant is not tax exempt, as taxes are not eligible for payment under the loan. The situation may also vary, depending on whether a double taxation prevention treaty exists with the country concerned.

Section 4.13 Serious Hindrances

The contract shall require the consultant to report* to the Borrower and the BANK promptly the occurrence of any event or condition which might delay or prevent completion of any significant part of the project in accordance with the agreed schedules and to indicate what steps shall be taken to meet the situation.

* Where the Borrower receives such a report from the consultant, the Borrower shall immediately forward a copy of it to the BANK, together with its comments on the report and an outline of the steps the report proposes shall be taken.

Section 4.14 Reports

The contract shall specify the scope, number, type and frequency of the reports to be submitted by the consultant to the Borrower.

<Notes>

Examples of such reports include the monthly Progress Report and the Final Report that is to be submitted upon the completion of services. In the case of Feasibility Studies, Inception Reports, Interim Reports, and Draft Final Reports are also used.

Section 4.15 Copyright

The contract shall specify whether the copyright of documents prepared by the consultant under the contract rests with the consultant or the Borrower.

<Notes>

Since the Borrower normally reserves the copyright as agreed in the contract, the Consultant may not use any of the documents without the Borrower's consent for any purpose not related to the services concerned.

Section 4.16 Modifications

The contract shall provide that it may only be modified by agreement in writing between the two parties.

<Notes>

1. This includes changes in staff. In other words, the Borrower has the right to request changes in staff where the staff are unsatisfactory or inappropriate, with the consultant to bear any expenses resulting from such changes. The Borrower's consent is necessary for the consultant to change/substitute any staff members on the grounds of illness, etc., at the consultant's expense.
2. Regarding the change of staff, please refer to Note 4 of Section 3.08.

Section 4.17 Force Majeure

The contract shall clearly establish:

- (1) The force majeure conditions which would release the consultant, temporarily or permanently, from all or part of its obligations under the contract;
- (2) The procedures to be followed by the consultant regarding determination and notification of any such conditions; and
- (3) The Borrower's and the consultant's rights and obligations (e.g., as to payments following termination, including, if appropriate, reimbursement of movement expenses) in force majeure situations.

Section 4.18 Termination

The contract shall include a clause specifying in detail on what conditions either party may terminate the contract and a clause stipulating procedures to be followed by the party wishing to terminate the contract. The contract shall state clearly the rights and obligations of both parties in the event of termination of the contract.

<Notes>

1. For example, the Borrower may terminate the contract for such reasons as the failure of the consultant to provide satisfactory services. On the other hand, the consultant may terminate the contract for such reasons as the failure of the Borrower to make payment.
2. Provisions relating to necessary notification and advance notice (e.g., 30 to 60 days before termination) to the other party should be established.
3. The consultant should be guaranteed payment of up to termination and expenses for demobilization.

Section 4.19 Settlement of Disputes

(1) The contract shall establish the procedures to be followed in case of a dispute arising between the Borrower and the consultant in connection with the contract.

(2) For the settlement of such disputes, the BANK recommends recourse to impartial institutions specializing in such matters, such as the International Chamber of Commerce.

(3) Whenever the laws of the Borrower's country prohibit such recourse to institutions specializing in arbitration, the contract shall include alternative provisions for the settlement of disputes between the Borrower and the consultant.

Section 4.20 Applicable Laws

The contract shall stipulate which laws shall govern its interpretation and performance.

Section 4.21 Language

The contract should be prepared in English. If another language is used in the contract, a full English text shall be incorporated in the contract and it shall be stipulated which is governing.

Annex I TERMS OF REFERENCE

(The Terms of Reference shall include the items mentioned below. The relevance of an item will depend on the nature of the project.)

1. Project Information

- (1) Background information -- history of the project's evolution and the reason(s) why it is necessary to implement the project.
- (2) Location of the project and information on the surrounding area.
- (3) Stage reached in the project's preparation and summary of the findings of studies to date.
- (4) Implementing organization.
- (5) Details of the major problem areas.

2. Other Relevant Information

- (1) Technical information -- availability of relevant basic data, technical standards or specifications to be used, etc.
- (2) Relevant laws and regulations.
- (3) Related projects

3. General Terms of Reference

- (1) Objectives
- (2) Scope of consulting services -- Categories of consulting services to be provided, nature of consulting work (the latter in detail, including equipment and materials to be supplied by the consultant). In the case of projects classified as Category A or Category B in accordance with JBIC Environmental Guidelines for ODA Loans*, consulting services related to environmental consideration, such as those described in Section 2.01, shall be included in the scope.

* See Section I. 2 of JBIC Environmental Guidelines for ODA Loans ("Classification of projects") and Attachment ("Criteria for Classification of Projects").

- (3) Nature of and limit to the responsibilities which the consultant is to assume.
- (4) Estimated time required to complete a) the project, b) the consulting work; number and qualifications of experts; man-months as estimated by the Borrower for budget purposes.
- (5) Scope, number, type and frequency of the reports to be presented by the consultant.
- (6) Other necessary provisions regarding the obligations between the Borrower and the consultant which are stipulated in Guidelines for the Employment of Consultants under JBIC ODA Loans (e.g. Section 2.02(3), Section 2.07).

4. Specific Terms of Reference

- (1) Methodological details relating to the consulting services mentioned above.
- (2) Provision for the review of previous studies and for possible additional studies.

5. Services and Facilities to be provided by the Borrower

<Notes>

1. Paragraph 1 (5):
The details of main problems related to the project.
2. Paragraph 3 (2):
For the classifications, refer to Section 2.01 (1) of the Guidelines.
3. Paragraph 3 (4):
This will enable the consultants to easily understand what the Borrower requires. It will also make it easier for the Borrower to compare various proposals and evaluate them in concrete terms.
4. Paragraph 4:
This will be stated if necessary.
5. Footnote *:
Corresponding version of Environmental Guidelines may vary, due to its revision.

Annex II SHORT LIST OF CONSULTANTS

Names	Country of Registration	Address	Name of Chairman (or equivalent)	Major Projects undertaken (countries)	Clients
-------	-------------------------	---------	-------------------------------------	--	---------

1.

2.

3.

4.

5.

Annex III LETTER OF INVITATION (SAMPLE)

Date: _____

Ref No: _____

To: _____

(Name and Address of Consultant)

_____Project

Gentlemen:

1. (name of Borrower/Executing Agency) (hereinafter referred to as "the Government" *) is planning to (brief description of project), in (name of project area). The Government intends to employ a consultant to provide services for (categories of consulting services) for the project.
2. (A substantial part of) the cost of the consulting services will be financed out of the proceeds of an ODA Loan extended for the project by JAPAN BANK FOR INTERNATIONAL COOPERATION (hereinafter referred to as "the BANK "), and the consultant to be employed will be selected in accordance with the Guidelines for the Employment of Consultants under JBIC ODA Loans.
3. You are one of (number of consultants being invited) consultants being invited to present a proposal for consulting services. For detailed information concerning the services, please refer to the Terms of Reference attached hereto.
4. You may undertake the work in association with other consultants (not necessarily selected from among the other consultants invited to present proposals). In such a case, the proposal shall state clearly whether the partners in the association will be "jointly and severally" responsible for performance under the consulting services contract, or whether one of the partners will be "solely" responsible, and it shall state which partner will be acting on behalf of the association in all its relations and communications with the Government.

5. Your proposal shall cover in detail the following:
 - (1) The background and experience of your firm (and, if any, associated firms), including a list of past and present work of a nature similar to this project in the last five years.
 - (2) The general approach and methodology which you propose for carrying out the services covered in the Terms of Reference, including such detailed information as you deem relevant, together with:
 - (a) A detailed overall work program and a bar chart indicating the duration and the timing of the assignment of each expert or other staff member assigned to the project;
 - (b) Your estimate of the total number of man-months required; and
 - (c) A clear description of the responsibilities of each expert staff member within the overall work program.
 - (3) The name, background and professional experience of each expert staff member to be assigned to the project, with particular reference to his experience of work of a nature similar to that of the proposed assignment. You are requested to cover at least the points specifically mentioned in the Terms of Reference and in this letter.
6. Selection of the first consultant to be invited to negotiate a contract will be made solely on the basis of the ranking of the proposals evaluated with respect to the qualifications of the consulting firms and the expert staff to be assigned to the work and to the quality of the proposals regarding approach and methodology. You shall, therefore, not include in your proposal any information on the estimated costs or financial terms of your services. Details of the selection procedure to be followed, including the technical evaluation categories and an indication of the weight to be given to each are stated in the attached sheet.
7. You shall note that if you combine the functions of consultant with those of a contractor and/or a manufacturer, you must include in your proposal all relevant information regarding such relationship, along with an undertaking to the effect that you agree to limit your role to that of consultant and to disqualify yourself, your associates/affiliates and/or parent firm from work in any other capacity on

this project other than that of consultant. You are also requested to state in your proposal that you will ensure that specifications and designs recommended by you will be impartial and in no way limit competitive bidding.

If, in connection with the performance of the consulting services, you intend to borrow, or hire temporarily, personnel from contractors and/or manufacturers, you must include in your proposal all relevant information about such personnel. In such a case, you will be acceptable only if those contractors and/or the manufacturers disqualify themselves from work on this project other than that of consultant.

8. The BANK requires that consultants, as well as the Government, under contracts funded with ODA Loans of the BANK and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the BANK;
 - (a) will reject an 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) will recognize a consultant as ineligible, for a period determined by the BANK, to be awarded a contract funded with ODA Loans of the BANK 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 ODA Loans of the BANK or other Japanese ODA.”
9. We shall be grateful if you would notify us by cable not later than (_____) whether or not you intend to present a proposal. Your cable shall be addressed to (_____).
10. You are requested to send (____) copies of your proposal to (_____) not later than (_____).
11. After all proposals have been evaluated, the consultant who has submitted the first-ranked proposal** will be invited to discuss the financial and other terms of a contract.
12. Should you desire additional information, we will do our best to provide it.

Requests for additional information, or any delay in complying with such requests, shall not, however, in any way affect the obligation of firms invited to send complete proposals by the deadline indicated above.

Yours faithfully,

(Name of Government)

(Authorized Signature)

Attached: Terms of Reference

* In most cases equivalent to the Borrower referred to in these Guidelines. When an organization other than a Government is the Borrower, the phraseology will differ accordingly.

**The words "with the BANK's consent/concurrence" shall be inserted where appropriate.

<Notes>

1. Paragraph 4:

No proposal should be accepted if it does not place full responsibility on a consultant in the Short List and instead places part of the responsibility on any consultant not listed in the Short List. (In other words, proposals imposing responsibilities "severally" rather than "solely" or "jointly and severally" are not acceptable.)

2. Paragraph 8:

The Letter of Invitation shall include Section 3.02 in order to inform consultants on the Short List that firms determined to engage in corrupt or fraudulent practices in contracts funded with ODA Loans of the BANK and other Japanese ODA will become ineligible to participate in contracts funded with ODA Loans of the BANK for a period determined by the BANK.

Annex IV SUMMARY EVALUATION SHEET (SAMPLE)

Name of Firm ⁴⁾		A		B		C		D		E		
Selection criteria ²⁾ (see Section 3.077 of the Guidelines)	Weight ³⁾ (w)	Ratings (r)	Weighted (w) × (r)	(r)	(w) × (r)	(r)	(w) × (r)	(r)	(w) × (r)	(r)	(w) × (r)	
I	Experience of Firm	18	7.2		11.7		9.9		13.5		15.3	
	1.Experience of international projects of comparable size, complexity and technical speciality	9	0.5	4.5	0.8	7.2	0.6	5.4	0.8	7.2	0.9	8.1
	2.Experience in developing countries under comparable conditions	9	0.3	2.7	0.5	4.5	0.5	4.5	0.7	6.3	0.8	7.2
II	Proposal	32	16.0		27.2		19.2		19.2		24.0	
	1.Approach and Methodology	16	0.5	8.0	0.9	14.4	0.6	9.6	0.6	9.6	0.8	12.8
	2.Work Plan (including staffing schedule)	16	0.5	8.0	0.8	12.8	0.6	9.6	0.6	9.6	0.7	11.2
III	Personnel	50	28.6		40.0		30.8		34.2		39.4	
	1.Project Manager	15	0.6	9.0	0.9	13.5	0.7	10.5	0.6	9.0	0.9	13.5
	2. Engineers	28		16.8		21.6		16.8		19.6		19.6
	(i)Design Engineers	(4)	0.6	(2.4)	0.8	(3.2)	0.6	(2.4)	0.8	(3.2)	0.8	(3.2)
	(ii)Survey Engineers	(4)	0.5	(2.0)	0.7	(2.8)	0.6	(2.4)	0.6	(2.4)	0.7	(2.8)
	(iii)Structural Engineers	(4)	0.8	(3.2)	0.9	(3.6)	0.8	(3.2)	0.7	(2.8)	0.7	(2.8)
	(vi)Civil Engineers	(4)	0.7	(2.8)	0.6	(2.4)	0.5	(2.0)	0.7	(2.8)	0.9	(3.6)
	(v)Mechanical Engineers	(4)	0.6	(2.4)	0.9	(3.6)	0.6	(2.4)	0.8	(3.2)	0.7	(2.8)
	(vi)Economic Analysis	(4)	0.5	(2.0)	0.8	(3.2)	0.5	(2.0)	0.7	(2.8)	0.6	(2.4)
	(vii) Financial Analysis	(4)	0.5	(2.0)	0.7	(2.8)	0.6	(2.4)	0.6	(2.4)	0.5	(2.0)
	3.Head Office Support	7	0.4	2.8	0.7	4.9	0.5	3.5	0.8	5.6	0.9	6.3
	Total	100		51.8		78.9		59.9		66.9		78.7
	Rank ¹⁾		5		1		4		3		2	

Notes:1) The firm with the greatest number of points shall, other factors being equal, be ranked first.

2)Additional items may be used and criteria included above may be deleted, as appropriate.

3)The weight distribution will depend upon the type and nature of the project.

4)Joint ventures shall be evaluated in the same manner, since they shall function as a unit.

5) The rating categories shall be: Excellent 0.9 - 1.0, Good 0.8 - 0.89, Average 0.6 - 0.79,

Below average 0.4 - 0.59, Poor 0.0 - 0.39.