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| **Instructions to Bidders** | |
| 1. General | |
| 1. Scope of Proposal | |
| * 1. The Procuring Entity indicated in the Bid Data Sheet (BDS) invites technical and financial proposals for the consulting services described in attached, Terms of Reference. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Procuring Entity.   2. The procurement reference number and a brief description of the Assignment and its objectives are given in the BDS.   3. The Assignment shall be implemented in accordance with the phasing indicated in the Terms of Reference. When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Procuring Entity. | |
| 1. Source of Funds | |
| * 1. The Procuring Entity has an approved budget towards the cost of the procurement described in the BDS. The Procuring Entity intends to use these funds to place a contract for which this Request for Proposals is issued.   2. Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity. | |
| 1. Eligible Bidders | |
| * 1. A Bidder shall:      1. Have the legal capacity to enter into a contract;      2. Not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing; and      3. Have fulfilled their obligations to pay taxes according to the laws of the Federal Democratic Republic of Ethiopia.   2. Unless otherwise specified in the BDS, in order to demonstrate compliance with the criteria in ITB Sub-Clause 3.1, a Bidder shall submit with its Bid either:      1. In the case of Ethiopian Bidders only, its certificate of registration from the mandated public body specified in the BDS demonstrating its registered supplier status; and      2. Appropriate documentary evidence demonstrating its compliance, which shall include:  Its trading license or equivalent;Its tax clearance certificate and VAT registration, andAny relevant professional practice certificates.  * 1. A bidder shall be required to obtain a certificate of registration from the mandated public body referred to in ITB Sub-Clause 3.2, demonstrating registered supplier status, as a condition of contract award.   2. All bidders (including all members of a joint venture, sub-consultants and Personnel) shall have the nationality of an eligible country, as defined in Section 5, Eligible Countries.   3. Government-owned enterprises in the Federal Democratic Republic of Ethiopia may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency to the Procuring Entity.   4. A Bidder that has been debarred from participating in public procurement in accordance with ITB Sub-Clause 5.1(c), at the date of the deadline for proposal submission or thereafter, shall be disqualified. | |
| 1. Conflict of Interest | |
| * 1. The Government of the Federal Democratic Republic of Ethiopia (hereinafter called “the Government”) requires that Suppliers provide professional, objective, and impartial advice and at all times hold the Procuring Entity’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Suppliers, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:      1. A firm that has been engaged by the Procuring Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.      2. A Supplier (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Supplier to be executed for the same or for another Procuring Entity. For example, a Supplier hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Supplier assisting a Procuring Entity in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Supplier hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.      3. A Supplier (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Entity’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government throughout the procurement process and the execution of the Contract.   2. Suppliers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Supplier or the termination of its Contract.   3. No agency or current employees of the Procuring Entity shall work as Suppliers under their own ministries, departments or agencies. Recruiting former government employees of the Procuring Entity to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Bidder nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Procuring Entity by the Bidder as part of his technical proposal.   4. If a shortlisted Bidder could derive a competitive advantage from having provided consulting services related to the assignment in question, the Procuring Entity shall make available to all shortlisted Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders. | |
| 1. Corrupt or Fraudulent Practices | |
| * 1. The Government requires that Procuring Entities, as well as Bidders and Suppliers under government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:      1. Defines, for the purposes of this provision, the terms set forth below as follows:  "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;“Collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish prices at artificial, noncompetitive levels; and“Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.  * + 1. Will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and     2. Will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.   1. Any Bidder may seek administrative review, in accordance with Section 51 of the Public Procurement Proclamation, of an act or omission by a Procuring Entity, which it considers to be in breach of the Proclamation. Any application for review must be submitted in writing to the head of the Procuring Entity, within five working days from the date the Bidder knew, or should have known, of the circumstances giving rise to the complaint. If the head of the Procuring Entity does not issue a decision within fifteen days, or the Bidder is not satisfied with the decision, the Bidder may submit a complaint to the Public Procurement Agency. | |
| 1. Request for Proposals Document | |
| 1. Sections of Request for Proposals Document | |
| * 1. The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8. | |
| **Part 1 Bidding Procedures**  Instructions to Bidders (ITB)  **Part 2** Terms of Reference  **Part 3 Contract**   * Section 7 General Conditions of Contract (GCC) * Section 8 Special Conditions of Contract (SCC) * Section 9 Contract Forms | |
| 1. Clarification of Request for Proposals Document | |
| * 1. Bidders requiring a clarification of the Documents must notify the Procuring Entity, in writing, not later than ten (10) days before the proposal submission date. Any request for clarification shall be sent to the Procuring Entity’s address indicated in the BDS. The Procuring Entity shall respond in writing to such requests, and copies of the response shall be sent to all invited Bidders. | |
| 1. Amendment of Request for Proposals Document | |
| * 1. At any time before the submission of proposals, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Bidder, modify the Documents by amendment. The amendment shall be sent in writing to all invited Bidders and will be binding on them. The Procuring Entity may at its discretion extend the deadline for the submission of proposals. | |
| 1. Preparation of Proposals | |
| 1. Preparation of Proposals | |
| * 1. You are requested to submit separate technical and financial proposals.   2. In preparing the proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal. | |
| * 1. To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Procuring Entity before submitting a proposal and attend a pre-proposal conference if specified in the BDS. Your representative shall meet the officials named in the BDS. Please ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.   2. The Procuring Entity shall provide the inputs specified in the Terms of Reference, and make available relevant project data and reports.   3. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the Assignment; and (ii) the Procuring Entity is not bound to accept any of the proposals submitted.   4. An invitation to submit proposals has been sent to the firms stated in the BDS. | |
| 1. Language of Proposals |
| * 1. The proposal, as well as all correspondence and documents relating to the proposal exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the proposal, such translation shall govern.   2. Study reports must be in the Language(s) specified in the Terms of Reference. Working knowledge of Amharic by the firm’s personnel is recommended. | |
| 1. Joint Ventures, Associations and Subcontracting |
| * 1. If a Bidder considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) or other firms or entities or by sub-contracting as appropriate. A Bidder must obtain the permission of the Procuring Entity to enter into a Joint Venture with other firms not invited for this assignment, unless otherwise specified in the BDS.   2. Bidders shall not associate with other Bidders invited for this assignment, unless otherwise specified in the BDS.   3. The same sub-consultant may be included in several proposals, subject to any limitations in the BDS. Any limits on the percentage of the total proposed contract price which may be subcontracted are stated in the BDS. | |
| 1. Professional Staff |
| * 1. The estimated number of key professional staff-months required for the Assignment is stated in the BDS. Your proposal should be based on a number of key professional staff-months substantially in accordance with the above number. Alternatively, for fixed-budget assignments, the available budget is given in Section 3, Evaluation Criteria and the Financial Proposal shall not exceed this budget.   2. It is desirable that the majority of the key professional staff proposed are permanent employees of the Bidder or have an extended and stable working relationship with the Bidder.   3. Proposed staff must have relevant experience, preferably under conditions similar to those prevailing in the Federal Democratic Republic of Ethiopia.   4. No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position. | |
| 1. Contents of Technical Proposals |
| * 1. Your technical proposal shall provide the following and any additional information, using the formats included in Section 4, Bidding Forms:      1. The Technical Proposal Submission Sheet (Section 4, Form T1);      2. A brief description of the Supplier’s organization and an outline of recent experience on assignments of a similar nature. (Section 4, Form T2). For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm involvement;      3. Any comments or suggestions on the Terms of Reference, including the data, services and facilities to be provided by the Procuring Entity (Section 4, Form T3);      4. A description of the approach, methodology and work plan that the Bidder proposes to execute the services (Section 4, Form T4);      5. The composition of the proposed staff team, the tasks which would be assigned to each (Section 4, Form T5);      6. CVs recently signed by the proposed key professional staff or an authorized manager in the home office (Section 4, Form T6). Key information should include number of years with the firm, and degree of responsibility held in various assignments during the last ten (10) years;      7. A Staffing Schedule, showing estimates of the total staff input to be provided to carry out the Assignment (Section 4, Form T7), supported by bar chart diagrams showing the time proposed for each professional staff member;      8. A Work Schedule, showing the timing proposed for each activity, which must be consistent with the methodology and workplan described in the proposal (Section 4, Form T8); and      9. Any additional information requested in the BDS.   2. The technical proposal shall not include any financial information. | |
| 1. Contents of Financial Proposals |
| * 1. The financial proposal shall list all costs associated with the assignment, using the following standard forms contained in Section 4, Bidding Forms:      1. Financial Proposal Submission Sheet (Section 4, Form F1);      2. Summary of Proposal (or Activity) Price (Section 4, Form F2);      3. Summary of Fees (Section 4, Form F3);      4. Summary of Reimbursables (Section 4, Form F4); and      5. Any additional information requested in the BDS.   2. The total proposal price shall be broken down into the following cost components using the appropriate forms:      1. Fees for staff, indicating rates for home and field work, where appropriate; and      2. Reimbursable expenditure, such as subsistence, transportation (international and local for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), printing of documents, surveys etc.   3. Where indicated in the BDS, the total proposal price shall be broken down into separate activities and forms F2 to F4 shall be completed for each activity.   4. The financial proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed on the Bidder and their personnel (other than nationals of or permanent residents in the Federal Democratic Republic of Ethiopia), unless the BDS specifies otherwise.   5. The completed financial proposal forms, adjusted if necessary during evaluation or negotiation, will be used in any resulting Agreement, to compile the:      1. Breakdown of Contract Price in the case of a Lump Sum contract, which will be used only to determine prices for any additional Services or costs;      2. Cost Estimates in the case of a Time-Based contract, with payment being made for the actual inputs provided, using the rates in the Cost Estimates.   The type of contract is indicated in the Special Conditions of Contract. | |
| 1. Currencies of Proposal |
| * 1. Bidders shall express the price of their services in **ETB (Ethiopian Birr)** | |
| 1. Bid Security is not Applicable in this case. |
| * 1. If so specified in the BDS, the Bidder shall furnish as part of its proposal, a bid security in original form and in the amount and currency specified in the BDS. The bid security shall be enclosed with the technical proposal.   2. The bid security shall be, at the Bidder’s option, in any of the following forms:      1. An unconditional bank guarantee;      2. An irrevocable letter of credit;      3. Cash or a cashier’s or certified check or payable order;   all from a reputable source from any eligible country. Securities issued by foreign banks or financial institutions shall be counter-guaranteed by an Ethiopian bank. The bid security shall be submitted either using the Bid Security Form included in Section 4, Bidding Forms, or in another substantially similar format. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.   * 1. Any proposal not accompanied by a substantially responsive bid security, if one is required in accordance with ITB Sub-Clause 16.1, shall be rejected by the Procuring Entity as non responsive.   2. The bid securities of all Bidders shall be returned as promptly as possible upon the successful Bidder’s signing of the contract.   3. The bid security may be forfeited:      1. If a Bidder withdraws its proposal during the period of proposal validity specified by the Bidder on the Technical Proposal Submission Sheet; or      2. If the successful Bidder fails to sign the Contract or accept the correction of its Proposal Price in accordance with ITB Sub-Clause 28.3. | |
| 1. Submission and Opening of Proposals | |
| 1. Submission of Proposal | |
| * 1. Bidders shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the BDS. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked “Technical Proposal,” and the financial proposals in one marked “Financial Proposal.” The envelope containing the financial proposal shall also bear a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the BDS. The envelope shall be clearly marked: “DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER COMMITTEE.” | |
| * 1. In the event of any discrepancy between the copies of the proposals, the original shall govern. The original and each copy of the technical and financial proposal shall be prepared in indelible ink and shall be signed by the authorized Supplier’s representative. The representative’s authorization shall be confirmed by a written power of attorney accompanying the proposals, unless otherwise indicated in the BDS. All pages of the technical proposal shall be initialed by the person or persons signing the proposal.   2. The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves. Any such corrections shall be initialed by the person or persons signing the proposal.   3. The completed technical and financial proposals shall be delivered on or before the time and date stated in the BDS to the address indicated in ITB Sub-Clause 17.1. The Procuring Entity shall not consider any proposal that arrives after the deadline for submission of proposal. Any proposal received by the Procuring Entity after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Bidder. | |
| 1. Validity of Proposal | |
| * 1. The proposals shall be valid for the number of days stated in the BDS from the date of the deadline for submission. During this period, Bidders shall keep available the professional staff proposed for the assignment. The Procuring Entity shall make its best effort to complete negotiations within this period. | |
| 1. Withdrawal, Substitution and Modification of Proposals | |
| * 1. A Bidder may withdraw, substitute, or modify its proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 17.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:      1. Submitted in accordance with ITB Clause 17 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and      2. Received by the Procuring Entity prior to the deadline prescribed for submission of proposals, in accordance with ITB Sub-Clause 17.4.   2. Proposals requested to be withdrawn in accordance with ITB Sub-Clause 19.1 shall be returned unopened to the Bidders.   3. No proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of proposals and expiry of the period of proposal validity specified by the Bidder on the Technical Proposal Submission Sheet or any extension thereof. | |
| 1. Proposal Opening | |
| * 1. The Procuring Entity shall conduct the proposal opening in the presence of procurement committee members designated representatives who choose to attend from the program side , and at the address, date and time specified in the BDS.   2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding proposal shall not be opened, but returned to the Bidder. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding proposal being substituted, and the substituted proposal shall not be opened, but returned to the Bidder. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding proposal. No proposal withdrawal, substitution or modification shall be permitted unless the corresponding notice contains a valid authorization to request the withdrawal, substitution or modification and is read out at proposal opening. Only envelopes that are opened and read out at proposal opening shall be considered further.   3. All other outer envelopes shall be opened one at a time, the technical proposals within them opened, reading out: the name of the Bidder and any other details as the Procuring Entity may consider appropriate.   4. No proposal shall be rejected at proposal opening except for late proposals, in accordance with ITB Sub-Clause 17.4. Only proposals that are opened and read out at the proposal opening shall be considered further.   5. The financial proposals shall remain sealed until the time and date notified for the opening of the financial proposals. Evaluators of technical proposals shall have no access to the financial proposals until the technical evaluation is concluded and the result established.   6. The Procuring Entity shall prepare a record of the proposal opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. | |
| 1. Evaluation of Proposals | |
| 1. Confidentiality | |
| * 1. Information relating to the examination, evaluation and comparison of proposals, and recommendation for contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.   2. Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation and comparison of the proposals or Contract award decisions may result in the rejection of its proposal. | |
| 1. Clarification of Proposals | |
| * 1. To assist in the examination, evaluation and comparison of the proposals, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its proposal. Any clarification submitted by a Bidder in respect to its proposal, that is not in response to a request by the Procuring Entity, shall not be considered. The Procuring Entity’s request for clarification and the response shall be in writing. No change in the prices or substance of the proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the financial evaluation of the proposals, in accordance with ITB Clause 28. | |
| 1. Responsiveness of Proposals | |
| * 1. The Procuring Entity’s determination of a proposal’s responsiveness is to be based on the contents of the proposal itself.   2. A substantially responsive proposal is one that conforms to all the terms, conditions, and requirements of the Request for Proposals without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:      1. Affects in any substantial way the scope, quality, or performance of the Consultancy Services specified in the Contract; or      2. Limits in any substantial way, inconsistent with the Request for Proposals, the Procuring Entity’s rights or the Bidder’s obligations under the Contract; or      3. If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive proposals.   3. If a proposal is not substantially responsive to the Request for Proposals, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. | |
| 1. Nonconformities, Errors and Omissions | |
| * 1. Provided that a proposal is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the proposal that do not constitute a material deviation.   2. Provided that a proposal is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the Bidder to comply with the request may result in the rejection of its proposal. | |
| 1. Preliminary Examination of Proposals | |
| * 1. The Procuring Entity shall examine the proposals to confirm that:      1. The Bidder meets the eligibility criteria defined in ITB Clause 3;      2. The proposal has been properly signed;      3. All documents and information requested in ITB Clause 13 have been provided; and      4. The proposal is substantially responsive to the requirements of the RFP document.   2. The Procuring Entity shall confirm that the following documents and information have been provided:      1. Technical Proposal Submission Sheet, including a brief description of the services offered and the proposal validity period;      2. Separately sealed financial proposal;      3. Written confirmation of authorization to commit the Bidder; and      4. Acceptable Bid Security,   3. The proposal fails to meet the criteria specified in ITB Sub-Clause 25.1, the proposal shall be rejected. | |
| 1. Technical Evaluation of Proposals | |
| * 1. The Procuring Entity shall technically evaluate the proposals on the basis of the Bidder’s responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and maximum points specified in Section 3. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve any minimum technical score indicated in Section 3.   2. The proposals proceeding to the financial evaluation shall be determined in accordance with the methodology and criteria specified in Section 3. | |
| 1. Financial Proposal Opening | |
| * 1. After the technical evaluation is completed, the Procuring Entity shall notify those Bidders whose proposals will not pass to the financial evaluation, indicating that their financial proposals will be filed unopened after completing the evaluation process. The Procuring Entity shall simultaneously notify the Bidder(s) whose proposals will proceed to the financial evaluation indicating the date and time set for opening the financial proposal(s). The opening date shall not be sooner than two days after the notification date. The notification will be sent in writing.   2. The financial proposal(s) shall be opened in the presence of the Bidders’ representatives who choose to attend. The name of the Bidder, the quality score and the proposal price(s) shall be read aloud and recorded when the financial proposal(s) are opened. The Procuring Entity shall prepare minutes of the public opening. | |
| 1. Financial Evaluation of Proposals | |
| * 1. The Procuring Entity shall financially evaluate each proposal that has been opened.   2. The Procuring Entity will determine whether the financial proposals are complete. In the case of lump sum contracts, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In the case of Time-Based contracts, if Bidders have not costed all items of the corresponding technical proposals, the Procuring Entity will cost them and add their cost to the initial price.   3. The Procuring Entity will correct any arithmetical errors on the following basis:  If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; andif there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. If the Bidder that submitted the best evaluated proposal does not accept the correction of errors, its proposal shall be disqualified.   * 1. Where an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal:      1. in the case of a Time-Based contract, the Procuring Entity shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal price;      2. In the case of a Lump Sum contract, no corrections shall be applied to the Financial Proposal in this respect.   2. The evaluation shall include those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted), and estimated in accordance with ITB Sub-Clause. 14.3, unless otherwise indicated in the BDS. | |
| 1. Comparison of Proposals | |
| * 1. The Procuring Entity shall compare all substantially responsive proposals to determine the best evaluated proposal, in accordance with the methodology specified in Section 3, Evaluation Criteria. | |
| 1. Negotiations | |
| * 1. Prior to the expiration of proposal validity, the Procuring Entity shall notify the successful bidder in writing and invite it to negotiate the Contract at the location indicated in the BDS.   2. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.   3. Negotiations shall commence with a discussion of the technical proposal, including the proposed methodology, work plan, staffing and any suggestions to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the staffing and work schedules, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimizing the required outputs from the Supplier within the available budget and to defining clearly the inputs required from the Procuring Entity to ensure satisfactory implementation of the Assignment. | |
| * 1. Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates. The fee rates will not be subject to negotiation, except in the case of Quality Based Selection.   2. Having selected the Supplier on the basis of, among other things, an evaluation of proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Procuring Entity shall require assurances that the staff members will be actually available. The Procuring Entity shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.   3. The negotiations shall be concluded with a review of the draft form of the contract. The Procuring Entity and the Supplier shall finalize the contract to conclude negotiations. If negotiations fail, the Procuring Entity shall invite the next ranked Bidder to Contract negotiations. | |
| 1. Award of Contract | |
| 1. Award of Contract | |
| * 1. The Procuring Entity shall award the Contract to the Bidder whose proposal has been determined to be the best evaluated proposal and is substantially responsive to the Request for Proposals, subject to satisfactory negotiations and provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause 3.   2. Notwithstanding ITB Sub-Clause 31.1, the Procuring Entity reserves the right to accept or reject any proposal, and to cancel the procurement process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Entity’s action.   3. Prior to expiry of the period of proposal validity, the Procuring Entity shall notify all Bidders in writing of the successful proposal, but this notification shall not constitute a contract award. This notification shall be made at least five working days prior to the award of contract. | |
| * 1. Promptly after notification of the proposed award and the elapse of the notification period in accordance with ITB Sub-Clause 31.3, the Procuring Entity shall send the successful Bidder the contract document. | |