

# **Standard Request for Proposals**

**for**

# **Consulting Services**

**(For QCBS and QBS only)**

**November 2013**

## Notes

[To users of this Standard Request for Proposals (RFP):

*This standard RFP should be used with Quality- and Cost-Based Selection (QCBS) and Quality-Based Selection (QBS) methods, as described in Part 9 of the Public Procurement Regulations.*

*It should not be used for Consultants' Qualifications Selection (CQS) method, Single-Source Selection (SSS) method, and Individual Consultant Selection (ICS) method, for which simpler procedures specified in the Part 9 of the Public Procurement Regulations, will suffice.*

*Notes in blue italics in square brackets are for the user's guidance in completing the SBD and should be deleted before invitations are issued.*

*Notes in black italics in square brackets relate to contract award stage and should not be deleted until award is made.*

*Notes in black italics in round brackets are for the guidance of bidders and should not be deleted]*

## Structure of RFP

The RFP consists of seven sections as follows:

### **Section 1: Letter of Invitation (LOI)**

*This Section contains the format of a letter from the ministry or agency that will act as the Client, inviting one or more consulting firms to submit a proposal for the services required.*

### **Section 2: Instructions to Consultants (ITC)**

*This Section provides instructions to shortlisted consultants on preparation and submission of their proposals and also provides information on proposal opening, evaluation, contract negotiation, and award of contract. No changes should be made to this Section. The opportunity to make amendments or additions exists in the next Section, Data Sheet.*

### **Section 3: Data Sheet**

*The Data Sheet provides the opportunity to add additional information to the ITC specific to the assignment for which proposals are being requested. Appended to the Data Sheet for the information of consulting firms are the criteria and marking forms that the Client will use during evaluation of proposals.*

### **Section 4: Technical Proposal**

*The format of the Technical Proposal is described in this Section.*

**Section 5: Financial Proposal**

*The format of the Financial Proposal is described in this Section.*

**Section 6: Terms of Reference (TOR)**

*This Section describes the approach to preparing Terms of Reference (TOR) specific to the assignment. The TOR shall not be used to overwrite provisions in Section 2.*

**Section 7: Standard Form of Contract**

*This Section is provided in a separate Model Document, which contains two types of standard contract and related forms, a Time-Based Contract and a Lump-Sum Contract. The Client should select the appropriate type of contract and add the relevant standard contract as the last Section of the RFP before issue to shortlisted firms.*

*[Delete this and the previous page from the RFP before issuing to shortlisted firms.]*



Tuvalu

*[Insert name of Department and Ministry]*

## **REQUEST FOR PROPOSALS**

**RFP No:** *[insert number from Procurement Plan]*

**Consulting Services for** *[insert title of the assignment]*

*[Insert date of issuance of RFP to shortlisted firms]*

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**SECTION 1: LETTER OF INVITATION**

*[Print on department/Ministry letter heading]*

To: *[insert name and address of consulting firm]*

RFP No: \_\_\_\_ *[insert reference no. from Procurement Plan]* Date: \_\_\_\_\_ *[insert]*

Dear Sirs,

The Ministry of *[insert name]*, hereinafter called the Client, now invites proposals for consulting services for *[insert title of assignment]*, hereinafter called the Services. More details of the Services are provided in the Terms of Reference at Section 6.

This Request for Proposals (RFP) has been addressed to the following shortlisted consulting firms:

*[Insert names and addresses of all lead firms on the shortlist, and the names of all associated firms if any]*

It is not permissible to transfer this invitation to any other firm.

A firm will be selected under *[insert selection method, either QCBS or QBS]* procedures as described in this RFP.

The RFP includes the following documents:

1. Section 1: Letter of Invitation (LOI)
2. Section 2: Instructions to Consultants (ITC)
3. Section 3: Data Sheet
4. Section 4: Technical Proposal
5. Section 5: Financial Proposal
6. Section 6: Terms of Reference (TOR)
7. Section 7: Standard Forms of Contract

Please inform us by *[insert date]* by facsimile to *[insert facsimile number]*, or by e-mail to *[insert e-mail address]*:

- (a) whether or not you intend to submit a proposal; and
- (b) if affirmative, whether you intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours faithfully,

*[Insert signature, name, and title of the Client's authorized representative]*



## SECTION 2: INSTRUCTIONS TO CONSULTANTS

*[This Section shall not be modified. Any additions specific to the assignment shall be introduced only through the Data Sheet at Section 3.]*

### A. General Provisions

1. Definitions                      1.1     In this RFP, the following definitions shall apply:
- (a) **Affiliate** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
  - (b) **Applicable Law** means the laws and any other instruments having the force of law in Tuvalu.
  - (c) **Client** means the ministry or agency of the Government of Tuvalu that signs the Contract for the Services with the selected Consultant.
  - (d) **Consultant** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
  - (e) **Contract** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
  - (f) **Data Sheet** means an integral part of the Instructions to Consultants (ITC) that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
  - (g) **Day** means calendar day.
  - (h) **Experts** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
  - (i) **Government** means the Government of Tuvalu (GOT).
  - (j) **Joint Venture (JV)** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV,

and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (k) **Key Expert** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (l) **ITC** means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (m) **LOI** means the Letter of Invitation sent by the Client to the shortlisted Consultants.
- (n) **Non-Key Expert** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CV is not evaluated individually.
- (o) **Proposal** means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) **RFP** means the Request for Proposals prepared by the Client for the selection of the Consultant.
- (q) **Services** mean the work to be performed by the Consultant pursuant to the Contract.
- (r) **Sub-consultant** means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (s) **TOR** means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## 2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data**

**Sheet.** The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposal including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

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

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

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the following circumstances:

Conflicting Activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services.

Conflicting Assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts 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 Consultant for the same or for another Client.

Conflicting

(iii) Relationship with the Client's staff: a Consultant

- Relationships (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or beneficiary of the consulting services who are directly or indirectly involved in any part of (a) the preparation of the Terms of Reference for the assignment, (b) the selection process for the Contract, or (c) the 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 Client.
- Other Conflicts (iv) Any other types of conflicting relationships as indicated in the **Data Sheet**.
4. Unfair Competitive Advantage 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. The Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Fraud and Corruption 5.1 The Government of Tuvalu has a policy of zero tolerance of fraud and corruption and shall reject a proposal for award of a contract, or cancel a contract already awarded, if it determines that the consultant concerned, or any of its personnel, agents or sub-consultants has directly or indirectly engaged in fraud and corruption in securing a contract or implementing the contract. The consultant concerned shall be liable to debarment from all future Government contracts for a period stated in the Procurement Suspension and Debarment Procedure issued by the Central Procurement Unit.
- 5.2 All Consultants are required to complete the Statement on Ethical Conduct provided in Section 4 and submit it with their proposal. The signed Statement shall be included as part of the Contract awarded to the successful Consultant.
6. Eligibility 6.1 The GOT permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services, except:
- (i) those from countries against which the GOT has officially prohibited commercial relations as stated in the **Data Sheet**;
  - (ii) in compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter

of the United Nations prohibiting any import of services from that country or any payments to any person, or entity in that country; and

(iii) consultants (individuals and firms, including Joint Ventures and their individual members) that have been debarred by the GOT under ITC clause 5, as stated in the **Data Sheet**.

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|---------------------------------------|---|
| 7. Restrictions on Public Enterprises | 7.1 Publicly-owned enterprises or institutions in Tuvalu shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Client.  |
| 8. Restrictions on Public Employees   | 8.1 Public employees in Tuvalu may be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, only if: (i) they are on leave of absence without pay; (ii) they were not working for the Client immediately before going on leave; and (iii) their employment would not create a conflict of interest. |

## **B. Preparation of Proposals**

- |                                       |  |
|---------------------------------------|--|
| 9. General                            | 9.1 Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.   |
| 10. Cost of Preparation of Proposal   | 10.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant. |
| 11. Language                          | 11.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.   |
| 12. Documents Comprising the Proposal | 12.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b> .<br><br>12.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, using the form provided in Section 5.  |
| 13. Only One Proposal                 | 13.1 The Consultant, including the individual members of any Joint Venture, shall submit only one Proposal, either in  |

its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

14. Proposal  
Validity

14.1 The Consultant's Proposal must remain valid for acceptance after the Proposal submission deadline for the period stated in the **Data Sheet**.

14.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

14.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC Clause 5.

15. Extension of  
Validity Period

15.1 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

15.2 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

15.3 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

16. Substitution of  
Key Experts at  
Validity  
Extension

16.1 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with a substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

16.2 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided

reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

17. Sub-contracting
- 17.1 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the **Data Sheet**.
18. Clarification and Amendment of RFP
- 18.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- (i) At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.
  - (ii) If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
  - (iii) The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
19. Preparation of Proposals – Specific Considerations
- 19.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- (i) If a shortlisted Consultant wishes to enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can

be a lead member.

(ii) The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) and the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

(iii) If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts.

(iv) The total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**.

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| 20. Technical Proposal Format and Content | 20.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.  |
| 21. Financial Proposal                    | 21.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable and (d) contingency indicated in the <b>Data Sheet</b> . |
| 22. Price Adjustment                      | 22.1 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the <b>Data Sheet</b> .   |
| 23. Taxes                                 | 23.1 The Consultant and its Sub-consultants and Experts shall be responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the <b>Data Sheet</b> . Information on taxes in the Client's country is provided in the <b>Data Sheet</b> .  |
| 24. Currency of Proposal                  | 24.1 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , the portion of the price representing local cost shall be stated in the national currency.   |
| 25. Currency of Payment                   | 25.1 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.   |

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



26. Submission,  
Sealing, and  
Marking of  
Proposals

26.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC Clause 10. The submission can be made by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

26.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

26.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

26.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed by the person signing the Proposal.

26.5 The signed Proposal shall be marked "ORIGINAL" and its copies marked "COPY" as appropriate. The number of copies required is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

26.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]" reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [insert the date and time of the proposal submission deadline]."

26.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."

26.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer sealed envelope. The outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the date and time of the proposal submission deadline]".

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

26.10 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

## 27. Confidentiality

27.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

27.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in rejection of its Proposal, and the Consultant may be subject to debarment under ITC Clause 5.

27.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

## 28. Opening of Technical Proposals

28.1 The Client's appointed officers shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored under lock and key until they are opened in accordance with ITC Clause 33.

28.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted

prior to proposal submission deadline; and (iv) any other information as indicated in the **Data Sheet**.

29. Proposal Evaluation
- 29.1 Subject to the provisions of ITC Clause 20, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 29.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC Clause 16.1. The Client shall conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
30. Evaluation of Technical Proposals
- 30.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the RFP including the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **annex to the Data Sheet**. Each responsive Proposal shall be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
31. Financial Proposals for QBS
- 31.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant shall be invited to negotiate a Contract.
- 31.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant shall be opened by the Client's evaluation committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
32. Public Opening of Financial Proposals for QCBS
- 32.1 After the technical evaluation is completed, the Client shall notify the Consultants whose Proposals were determined to be non-responsive to the RFP and TOR, or did not achieve the minimum qualifying technical score, providing them with details of their scores. Simultaneously, the Client shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening, should they chose to do so.
- 32.2 The Financial Proposals of the Consultants whose proposals have passed the minimum technical score shall be opened by the Client's evaluation committee on the designated day. The names of the Consultants and their overall technical scores, as well as the breakdown by

criterion, shall be read aloud. After inspection to confirm that they have remained sealed, the Financial Proposals shall be then opened and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

33. Correction of Pricing Errors
- 33.1 Activities and items described in the Technical Proposal but with the price omitted from the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections shall be made on account of such omissions.
- (a) Time-based Contracts
- 33.2 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between: (i) a sub-total and the total amount; and (ii) the amount derived by multiplication of unit price with quantity and the total amount; and (iii) words and figures, the former will prevail in each case. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal shall prevail. The Client's evaluation committee shall correct the quantification indicated in the Financial Proposal to align 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 cost.
- (b) Lump Sum Contracts
- 33.3 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, and neither arithmetical corrections nor price adjustments shall be made. The total price specified in the Financial Proposal, net of taxes as per ITC Clause 34, shall be considered as the offered price.
34. Taxes
- 34.1 Except as set out in Sub-clause 34.2, all taxes are deemed to be included in the Consultant's Financial Proposal and are therefore included in the evaluation.
- 34.2 Any local identifiable indirect taxes levied on the contract invoices, such as sales tax, VAT, excise tax, or any similar taxes or levies, and income tax payable to the Client's country on the remuneration of non-resident Experts for the services rendered in the Client's country, are dealt with in accordance with the instructions in the **Data Sheet**.
35. Conversion to Single Currency
- 35.1 For Financial Proposal evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

36. Combined Quality and Cost Evaluation 36.1 For QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

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

37. Negotiations 37.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

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

- Availability of Key Experts 37.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC Clause 14. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

37.4 Notwithstanding ITC Sub-clause 37.3, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

- Technical Negotiations 37.5 The negotiations include discussions of the TOR, the proposed methodology, the Client's inputs, the Special Conditions of Contract, and finalizing the "Description of Services" in the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

- Financial Negotiations 37.6 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

37.7 The negotiations may include the clarification of the Consultant's tax liability in Tuvalu and how it should be reflected in the Contract.

38. Conclusion of Negotiations
- 38.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant's authorized representative.
- 38.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
39. Award of Contract
- 39.1 After completing the negotiations the Client shall sign the Contract, publish the award information as per the instructions in the **Data Sheet**, and promptly notify the other shortlisted Consultants.
- 39.2 The Consultant shall be expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

**SECTION 3: DATA SHEET**

<b>ITC CLAUSE No.</b>	<b>DATA</b>
<b>A. GENERAL</b>	
2.1	The Client's name and address is: <i>[insert name and address]</i>  The Method of selection is: <i>[insert QCBS or QBS]</i>
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes ___ No ___ <i>[tick as appropriate]</i>  The name of the assignment is: <i>[insert name of the assignment and contract package number, as referenced in the Procurement Plan]</i>
2.3	A Pre-Proposal conference will be held: Yes ___ No ___ <i>[tick as appropriate]</i>  <i>[If Yes, provide: date and time, location, name of contact person, telephone and facsimile numbers, and e-mail address]</i>
2.4	The Client will provide the following data and reports to facilitate the preparation of the Proposals: <i>[The default entry is: Please refer to Section 6, TOR. If further data and reports are available to expand on the Background section of the TOR, copies should be provided to the shortlisted consultants with the RFP and documents provided should be listed here.]</i>
3.3	<i>[Either:</i> Other potential conflicts of interest for this assignment are: <i>[describe]</i>  <i>[Or: state Not applicable.</i>
4.1	<i>[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]</i>
6.1 (i)	Countries with which the GOT prohibits commercial relations are: <i>[list the countries or state "None"]</i>
6.1 (iii)	The names of debarred firms may be obtained from: <i>[state how the information can be obtained]</i>
<b>B. PREPARATION OF PROPOSALS</b>	
12.1	The Proposal shall comprise the following:

	<p><u>Full Technical Proposal</u>: shall contain all sections listed in Section 4 of this RFP</p> <p><u>Financial Proposal</u>: shall contain all sections listed in Section 5 of this RFP</p>
13.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes ___ No ___ <i>[Tick one. The default answer is "Yes"]</i></p>
14.1	<p>Proposals must remain valid for <i>[insert number]</i> calendar days after the proposal submission deadline. <i>[Validity should be sufficient to complete evaluation, negotiations and signing of contract. 60-90 calendar days is recommended depending upon the complexity of the assignment.]</i></p>
17.1	<p>Subcontracting of the whole of the services is allowed: Yes ___ No ___ <i>[Tick one. The default answer is "No"]</i></p>
18.1	<p>Clarification may be requested no later than <i>[insert number]</i> calendar days prior to the submission deadline. <i>[Normally not less than 10 calendar days]</i></p> <p>The contact information for requesting clarifications is: <i>[insert contact person's name, facsimile number and e-mail address]</i></p>
19.1 (i)	<p>Shortlisted Consultants may associate with:</p> <p>(c) non-shortlisted Consultants: Yes ___ No ___ <i>[tick one]</i></p> <p>(d) other shortlisted Consultants: Yes ___ No ___ <i>[tick one]</i></p> <p><i>[The default answers are "Yes" for (a) and "No" for (b)]</i></p>
19.1 (ii)	<p><i>[If not used, state "Not applicable", which applies if specifying minimum inputs under 19.1 (iii), instead of estimated inputs. If used, insert the following:]</i></p> <p>Estimated input of international Key Experts' time-input: <i>[insert number]</i> person-months.</p> <p>Estimated input of national Key Experts' time-input: <i>[insert number]</i> person-months.</p> <p><i>[AND/OR:]</i></p> <p>Estimated <i>[insert either "total cost of the assignment" or "maximum budget for the assignment"]</i> is: AUD <i>[insert amount]</i></p> <p><i>[For QCBS with estimated inputs, the Client is advised to use estimated total cost instead of maximum budget. For small value assignments with lump-sum contracts with well-defined output-</i></p>



	<i>based TOR, stating maximum budget may suffice]</i>
19.1 (iii)	<i>[If not used, state "Not applicable". If used, insert the following:]</i>  Minimum time-input of international Key Experts is: <i>[insert number]</i> person-months.  Minimum time-input of national Key Experts is: <i>[insert number]</i> person-months.
19.1 (iv)	The total available budget <i>[insert either "inclusive" or "exclusive"]</i> of taxes, is AUD <i>[insert amount]</i>
21.1	Other expenses to be reimbursed are: <i>[choose from the following list, deleting items that are not applicable and adding other items as necessary]</i> <ul style="list-style-type: none"> <li>• a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</li> <li>• cost of travel by the most appropriate means of transport and the most direct practicable route;</li> <li>• cost of office accommodation, including overheads such as utility bills and office consumables;</li> <li>• communications costs;</li> <li>• cost of purchase or rent of any equipment required to be provided by the Consultants, including freight;</li> <li>• report printing and delivery costs.</li> </ul> Provisional sum are: <i>[itemise provisional sums to be included in the Consultant's contract and their amounts in AUD]</i>  The contingency amount is: AUD <i>[insert amount]</i>
22.1	A price adjustment provision applies to remuneration rates: Yes ___ No ___ <i>[Tick one. A price adjustment would normally be granted on time-based contracts exceeding 18 months duration]</i>  <i>[If "Yes" add:]</i> The price adjustment shall be calculated according to the Special Conditions of Contract Clause <i>[insert number]</i>
23.1	<i>[Either:</i> The Consultant shall be exempt from <i>[insert type of tax, such as income or profits tax]</i> on services provided in Tuvalu. <i>[Or, if Tuvalu tax is payable:</i> Information on the Consultant's tax obligations in Tuvalu may be found at <i>[insert reference to official source]</i>
24.1	All prices in the Financial Proposal, including local costs, shall be stated in Australian dollars.
<b>C. SUBMISSION, OPENING AND EVALUATION</b>	
26.1	The Consultant <i>[insert "shall" or "shall not"]</i> have the option of submitting their Proposals electronically. <i>[If "shall" the electronic submission procedure must be detailed in full.]</i>

26.5	The Consultant must submit: Technical Proposal: original and <i>[insert number – two is recommended]</i> copies Financial Proposal: original only
26.1	The address for submission of Proposals is:  <i>[name of Client]</i> , Government Offices, Vaiaku, Funafuti, Tuvalu  The Proposals must be received at the above address no later than <i>[insert time]</i> on <i>[insert date]</i> .
28.1	The Consultant <i>[insert “shall” or “shall not”]</i> have the option to attend the opening online.
28.2	<i>[Either:]</i> In addition, the following information will be read aloud at the opening of the Technical Proposals: <i>[list the additional information]</i> <i>[Or:]</i> No additional information shall be read aloud.
30.1	The minimum technical score (St) required to pass is: 750 out of 1,000
34.2	<i>What is GOT’s policy on taxes for Consultants?</i>
35.1	Not applicable. Financial Proposals shall be made in Australian dollars (see 24.1) and evaluation shall be carried out in the same currency.
36.1	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 1000.  The financial scores of all other Proposals are calculated as:  $Sf = 1000 \times Fm/F$  where Fm is the price of the lowest evaluated Financial Proposal, and F is the price of the proposal under consideration.  The weights given to the Technical (T) and Financial (P) Proposals are:  $T = [insert number] \text{ per cent } [usual \text{ range } 70 \text{ to } 90 \text{ per cent}]$ $F = [insert number] \text{ per cent } [usual \text{ range } 30 \text{ to } 10 \text{ per cent}]$  The overall score is then calculated as:  $S = St \times T\% + Sf \times P\%$

<b>D. CONTRACT NEGOTIATIONS AND AWARD</b>	
37.1	The expected date and address for contract negotiations are: Date: <i>[insert estimated date]</i> Address: <i>[insert address]</i>
39.1	Following the completion of the contract negotiations and contract signing, information on contract award will be displayed on the public notice board at the GOT Office and on <i>[insert a website address where information will be published]</i> .
39.2	The expected date for commencement of services is <i>[insert realistic estimated date]</i> at <i>[insert location]</i> .

### ANNEX

*[Add the technical and personnel evaluation sheets from the file: "Consultant Proposal Evaluation Sheets.xlsx" after finalising the marks for the assignment.]*

**SECTION 4: TECHNICAL PROPOSAL**

(The Technical Proposal shall consist of the following parts as a minimum:

- A. Submission Letter
- B. Power of Attorney Sign the Proposal
- C. Declaration on Ethical Conduct
- D. Consultant's Organization and Experience
- E. Comments and Suggestions on the Terms of Reference
- F. Approach, Methodology and Work Plan
- G. Staffing and Input Schedule
- H. Curricula Vitae

Further information on the requirements is given on the pages that follow.)

**A. Submission Letter**

*(The Submission Letter accompanying the Technical Proposal should be printed on your firm's letter heading, or that of the leading firm of an association of firms, or that of a joint venture if already formed, and include the following:*

- (a) If you are associating with other firms, the names and addresses of those firms, and (as an attachment) a letter from each associated firm confirming its agreement to associate with you.*
- (b) If you are have formed a joint venture, or plan to form a joint venture if your proposal is accepted, the names of the other firms in the joint venture, and (as an attachment) a copy of the joint venture agreement or letter of intent to form a joint venture signed by all parties.*
- (c) A statement that you understand that the Client is not bound to accept any Proposal that it receives.*
- (d) Confirmation that:*
  - (i) neither you nor any of your associates or joint venture partners has any conflict of interest under ITC Clause 3;*
  - (ii) you and your associates or joint venture partners meet the eligibility requirements under ITC Clause 6.1;*
  - (iii) the Technical Proposal contains all sections as specified in ITC Clause 12;*
  - (iv) you have also submitted a Financial Proposal in a separately sealed envelope;*
  - (v) all the information and statements made in your Proposal are correct to the best of your knowledge and belief, and that you accept that any false statements or claims may result in your disqualification; and*
  - (vi) your proposal shall remain valid and binding upon you for the period of time specified in the Data Sheet for ITC Clause 14.1.*

*The signed submission letter and any attachments should be bound into the front of the Technical Proposal.)*

**B. Power of Attorney to Sign the Proposal**

*(You must provide a Power of Attorney for your Authorised Representative designated to sign both the Technical and Financial Proposal. Obtain two original versions and bind the first into your Technical Proposal and the second into your Financial Proposal.)*

**C. Declaration on Ethical Conduct**

*(In accordance with ITC Clause 5, you are required to sign the Declaration below and include it in your Technical Proposal.)*

---

**Declaration on Ethical Conduct**

The undersigned, as the authorised representative of the Consultant, confirms that in the preparation of our bid:

1. We, our employees, associates, agents, shareholders, partners and consultants, or their relatives or associates:
  - (a) have no relationship that could be regarded as a conflict of interest as defined in Regulation 71 of the Public Procurement Regulations of Tuvalu; should we become aware of the potential for a conflict of interest, we will advise the Purchaser immediately;
  - (b) have not entered into any corrupt or fraudulent practices as defined in ITC Clause 5.
2. No unauthorised payments in cash or in kind in connection with this procurement proceeding have been made or will be made by us, our employees, associates, agents, shareholders, partners and consultants, or by their relatives or associates, to any employees, associates, agents, partners or consultants of the Purchaser, or to their relatives and associates.
3. We understand that if we are found to be in breach of this Declaration, we shall be debarred from any contracts with the Government of Tuvalu for a period stated in the Procurement Suspension and Debarment Procedure issued by the Central Procurement Unit.

Authorised signature: \_\_\_\_\_

Name and job title: \_\_\_\_\_

Name and address of Consultant: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Affix company seal:

## **D. Consultant's Organization and Experience**

### Organization

*(You should provide a brief description of the background and organization of your company and of each of your sub-consultants or joint venture partners. For the leading firm, include an organization chart, a list of the Board of Directors or Partners, and a summary of the beneficial ownership of your firm.)*

### Experience

*(You should provide a list of previous similar assignments successfully completed by your firm and (optionally) by your sub-consultants and joint venture partners in the last 10 years. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as your firm's experience, or that of your sub-consultants or joint venture partners, but can be claimed by the Experts themselves in their curricula vitae (CV) in Sub-section G. You should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.*

*The list should show the following information as a minimum:*

- (a) Start and completion dates*
- (b) Name of assignment*
- (c) Client's name, address and contact details*
- (d) A description of the main deliverables and outputs of the assignment*
- (e) Your firm's role (for example, sole consultant, leading firm of an association, or joint venture partner)*
- (f) The approximate amount paid to your firm for the assignment in AUD)*



**E. Comments and Suggestions on the Terms of Reference**

*(You should provide comments and suggestions on the Terms of Reference that could, if acceptable to the Client, improve the quality of the assignment outputs and potentially increase the effectiveness of the outcomes.*

*You should also comment specifically on the section of the Terms of Reference that lists the staff and facilities to be provided by the Client, whether these are suitable and sufficient for carrying out the assignment efficiently.)*

## **F. Approach, Methodology and Work Plan**

### Approach and Methodology

*(Without merely copying the Terms of Reference, explain your understanding of the objectives of the assignment and the technical approach and methodology you would adopt task by task to deliver the expected outputs.)*

### Work Plan

*(You should describe and illustrate with a time-bound bar chart the Work Plan for implementation of the main activities and tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and target delivery dates of the reports. The Work Plan should be consistent with the Approach and Methodology, showing your ability to translate the Terms of Reference into a feasible working plan. A list of the final documents (including reports) to be delivered as final outputs should be included here.*

*The narrative of the Work Plan should be accompanied by a time-bound bar chart showing the duration of each task and sub-task and target delivery dates of the reports and other deliverables. Further charts and diagrams may be included if you think that they would assist in understanding of the narrative.)*

**G. Staffing and Input Schedule**

*(You should describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and other technical and administrative support staff. You should state which members of your team will have prime responsibility for each of the tasks in the Work Plan.*

*The narrative should be accompanied by a time-bound bar chart showing the input of each member of your team both in Tuvalu and, if permitted in the Terms of Reference, at home office. Further charts and diagrams may be included if you think that they would assist in understanding of the narrative.)*

## **H. Curricula Vitae**

*(You must include curriculum vitae (CV) for every Key Expert and Non-Key Expert named in your team. The CV must include the following information, preferably in the same order as shown:)*

**Name**

**Proposed Position in Team**

**Date of birth**

**Citizenship**

**Current Country of Residence**

**Current Contact Details**

*(Provide telephone number and e-mail address)*

**Education**

*(Names of tertiary educational institutions, dates attended, and type of degree or other qualification obtained)*

**Memberships of Professional Societies**

*(Names of professional institutions, associations or learned societies, year of first membership, and the current level of membership held)*

**Countries of Work Experience**

*(List of names only)*

**Employment Record**

*(With the most recent first, list by month and year the name of the employing organization, location and position held. Provide contact information of employing organizations for the last five years)*

**Assignments Undertaken**

*(With the most recent first, describe principal assignments undertaken, dates by month and year, role and responsibilities, tasks undertaken, outputs delivered and any notable features. At your discretion, only assignments relevant to the Proposal need to be included)*

**Languages**

*(Indicate level of skill in each language in speaking, reading and writing, and specify mother tongue)*

**Publications**

*(List by date, title, media of publication, and state whether sole or co-author)*

**Signed Declaration**

*(Each CV must conclude with the following signed declaration)*

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications and experience. I further certify that I am aware that my CV is being included in this Proposal for *(insert name of assignment)* and that I am available to carry out the assignment in accordance with the schedule set out in the Proposal.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature  
Date

\_\_\_\_\_  
Print

*Note: An electronic signature is acceptable provided that the firm can supply, on request, an e-mail from the expert, dated on or before the signature date, with the same wording as the declaration.*

**SECTION 5: FINANCIAL PROPOSAL**

*(Your Financial Proposal should consist of:*

- A. *Submission Letter*
- B. *Power of Attorney to Sign the Proposal*
- C. *Breakdown of Time-based Charges*
- D. *Out-of-Pocket Expenses*

*Further information on the requirements is given on the pages that follow.)*

**A. Submission Letter**

*(The Submission Letter bound into the Financial Proposal should be printed on your firm’s letter heading, or that of the leading firm of an association of firms, or that of a joint venture if already formed, and include the following:*

*(a) the total price in Australian dollars in words and numbers with a breakdown into: (a) total time-based charges; (b) total reimbursable out-of-pocket expenses; (c) provisional sums as stated in Data Sheet 21.1; and (d) the contingency as stated in Data Sheet 21.1.*

*(b) statements to the following effect:*

*(i) either: that no commissions, gratuities or fees have been or are to be paid by you to agents or any other party relating either to preparation or submission of this Proposal or contract execution if you are awarded the Contract;*

*(ii) or: commissions, gratuities or fees paid or to be paid by you to an agent or any other party relating to either preparation or submission of this Proposal or contract execution if you are awarded the Contract, are listed below:*

<i>Name and address of Recipient</i>	<i>Reason for payment</i>	<i>Amount</i>
_____	_____	_____
_____	_____	_____

*(iii) the Financial Proposal shall be binding upon you until expiration of the validity period of the Proposal on (state the date);*

*(iv) you accept that modifications may be made to your prices as a result of negotiations;*

*(v) you understand that the Client is not bound to accept any Financial Proposal it receives)*

**B. Power of Attorney to Sign the Proposal**

*(Bind the second original of the Power of Attorney into your Financial Proposal.)*



**C. Breakdown of Time-based Charges**

*(You must present a breakdown of your proposed time-based charges using the two tables below)*

**Table 1: Time-based Charges**

1	2	3	4	5
Name of Personnel	Position in Team	Input (months)	Monthly Charge Rate (AUD)	Total (AUD) (3 x 4)
<u>Key Experts</u>			<i>from Table 2, column 8</i>	
Sub-total				
<u>Non-Key Experts</u>				
Sub-total				
<b>TOTAL</b>				

*[A contingency amount of 5% of the total time-based charges may be added to the contract of the winning firm.]*

**Table 2: Breakdown of Charge Rates**

1	2	3		4		5	6		7	8	
Name of Personnel <i>(match with Table 1)</i>	Basic Salary per Month (AUD)	Social Charges		Overhead		Subtotal (AUD) (2+3+4)	Profit		Away from Home Office Allowance (AUD)	Proposed Charge Rate per Month	
		% (of 2)	Amount (AUD)	% (of 2)	Amount (AUD)		% (of 5)	Amount (AUD)		% (of 2)	Amount (AUD) (5+6+7)
<u>Key Experts</u>											
<u>Non-Key Experts</u>											

**D. Out-of-Pocket Expenses**

*(You must list in Table 3 below all the out-of-pocket expenses for which you will seek reimbursement during the assignment. Refer to Data Sheet 21.1 for the items for which the Client already agrees to reimburse you, subject to negotiation of the numbers you enter in Table 3. You may add additional items not appearing in Data Sheet 21.1 and they will also be subject to negotiation.)*

**Table 3: Reimbursable Expenses**

1	2	3	4	5	6
No.	Description	Unit	Quantity	Rate (AUD)	Amount (AUD) (4 × 5)
<b>TOTAL AUD</b>					

**SECTION 6: TERMS OF REFERENCE**

*[TOR must be purposely written by the Client for each assignment. A sample structure is outlined below]*

**Background**

*[Explain the reasons for the assignment, including government decisions and any prior studies and reports that have led to the need for these consulting services.]*

**Objectives**

*[Concisely define the primary and any secondary objectives of the assignment.]*

**Scope of Services**

*[Provide an overall brief description of the scope of the Consultant's work. Describe training to be provided if included in the assignment.]*

**Inputs and Detailed Tasks**

*[Describe the expected consultant team composition and the detailed tasks of each member of the team. Describe the minimum qualification and experience requirements for the each of the Key Experts.]*

**Outputs**

*[List and outline the contents of all deliverables, including reports if any, that are required from the Consultant. Give dates for submission of deliverables and reports in elapsed time from the commencement of services.]*

**Counterpart Facilities**

*[List the services, facilities, office equipment, and project data and reports to be made available to the Consultant. If any of the Client's staff are to be assigned as counterparts to work the Consultant, provide their names and a brief summary of their qualifications and experience.]*

**SECTION 7: STANDARD FORMS OF CONTRACT**

*[The Client should select from the Standard Forms of Contract either the Time-Based Standard Form of Contract or the Lump Sum Standard Form of Contract and, after completing it in accordance with instructions therein, append it to the RFP here before issue to shortlisted firms. See guidance notes on which form of contract to select in the Foreword of Standard Forms of Contract File.]*