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**Iraq Business Community Procurement
Workshop**

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REQUEST FOR PROPOSALS

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Methods of Selection

- Quality – and Cost Based Selection (QCBS)
- Quality Based Selection (QBS)
- Selection under a fixed Budget (FBS)
- Least Cost Selection (LSC)
- Selection Based on Consultants' Qualifications (CQS)
- Single Source Selection (SSS)

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REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS CONTENTS

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Section 1.

Letter of Invitation

Section 1. Letter of Invitation

2. The [*insert: name of Client*] now invites proposals to provide the following consulting services: [*insert: name of consulting services assignment*]. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:
It is not permissible to transfer this invitation to any other firm.
4. A firm will be selected under [*insert: Selection Method*] and procedures described in this RFP, in accordance with the policies of the [*select: International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)*] detailed in the Guidelines - Selection and Employment of Consultants by World Bank Borrowers which can be found at the following website: www.worldbank.org/procure.

Section 2.

Instructions to consultants

Clarification and Amendment of RFP Documents

Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing to the Client's address indicated in the Data Sheet. The Client will respond in writing and will send written copies of the response.

Preparation of Proposals

- If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy,
- The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants

Technical Proposal Format and Content

- brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2.
- comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client Form TECH-3

Submission, Receipt, and Opening of Proposals

- An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "Original".
- The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal". Similarly, the original Financial Proposal with a warning "**Do Not Open With The Technical Proposal.**"
- The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored

Proposal Evaluation

- From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal
- Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection

Evaluation of Technical Proposals

- The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, and point system specified in the Data Sheet.

Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)

Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark

Negotiations

- Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff.
- Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract

Availability of Professional staff/experts

Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal.

Award of Contract

- After completing negotiations the Client shall award the Contract to the selected Consultant, publish in UNDB on line and in the Development Gateway the award of the Contract, and promptly notify all Consultants who have submitted proposals.

Confidentiality

- Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

Conflict of Interest

Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest, under any of the circumstances set forth below:

- **Conflicting activities**
- **Conflicting assignments**
- **Conflicting relationships**
- **Unfair Advantage**

Fraud and Corruption

- Corrupt practice
- Fraudulent practice
- Collusive practices
- Coercive practices

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Instructions to Consultants

Data Sheet

Data Sheet

1.3 A pre-proposal conference will be held

1.4 The Client will provide the following inputs and facilities

1.12 Proposals must remain valid _ days after the submission date

2.1 Clarifications may be requested not later than ___ days before the submission date.

3.3 (a) Shortlisted Consultants may associate with other shortlisted Consultants

3.3 (b) The estimated number of professional staff-months required for the assignment is -----

3.6 List the applicable Reimbursable expenses in foreign and in local currency

Data Sheet – cont'd

5.2 (a) Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are: ---
The minimum technical score S_t required to pass is:
Points

- The single currency for price conversions is: -----
- The source of official selling rates is: ---
- The date of exchange rates is: -----
- The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$ and The weights given to the Technical and Financial Proposals are $T = \text{----}$ $F = \text{-----}$

Only one Proposal and Proposal Validity

- Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal

Section 3.

Technical Proposal - Standard Forms

Section 3. Technical Proposal - Standard Forms

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

Form TECH-1 Technical Proposal Submission Form

- We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification
- Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
- Authorized Signature: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address:

Form TECH-2

Consultant's Organization and
Experience

A - Consultant's Organization

B - Consultant's Experience

Form TECH-3

**Comments and Suggestions on
the Terms of Reference and on
Counterpart Staff and Facilities
to be Provided by the Client**

A - On the Terms of Reference

**B - On Counterpart Staff and
Facilities**

Form TECH-4

Description of Approach, Methodology and Work Plan for Performing the Assignment

- a) **Technical Approach and
Methodology**
- b) **Work Plan**
- c) **Organization and Staffing**

Form TECH-5

Team Composition and Task Assignments

Professional Staff: Name of Staff, Firm, Area of Expertise, Position Assigned, and Task Assigned

Form TECH-6

Curriculum Vitae (CV) for Proposed Professional Staff to include:

- 1. Proposed Position**
- 2. Name of Staff**
- 3. Date of Birth**
- 4. Nationality**
- 5. Education**
- 6. Membership of Professional Associations**
- 7. Other Training**
- 8. Countries of Work Experience**
- 9. Languages**
- 10. Employment Record**
- 11. Detailed Tasks Assigned**
- 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**
- 13. Certification**

Form TECH-7

Staffing Schedule –

- For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- Field work means work carried out at a place other than the Consultant's home office

Form TECH-8

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

Section 4.

Financial Proposal - Standard Forms

Section 4. Financial Proposal - Standard Forms

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Costs by Activity
- FIN-4 Breakdown of Remuneration
- FIN-5 Reimbursable expenses
- Appendix: Financial Negotiations -
Breakdown of Remuneration Rates

Form FIN-1

- Financial Proposal Submission Form to include
“Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet”
- Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address:

Form FIN-2

- **Summary of Costs of Financial Proposal**
- **Indicate the foreign currency. Maximum of three currencies;**
- **Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Propos**

Form FIN-3

Breakdown of Costs by Activity shall be filled at least for the whole assignment

- Remuneration
- Reimbursable Expenses

Form FIN-4

Breakdown of Remuneration¹

this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client to include:

- Name
- Position
- Staff – month rate

Form FIN-5

- **Breakdown of Reimbursable Expenses to include:**

Per diem allowances, International flights, Miscellaneous travel expenses, Communication costs between, Drafting, reproduction of reports, Equipment, instruments, materials, supplies, etc., Shipment of personal effects, Use of computers, software Laboratory tests., Subcontracts Local transportation costs, Office rent, clerical assistance, Training of the Client's personnel

Appendix

Financial Negotiations - Breakdown of Remuneration Rates

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Section 5

Terms of Reference

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Section 6

Standard Form of Contract

Services

- The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
- The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
- The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

Payment

- **Ceiling**
- **Schedule of Payments**
- **Payment Conditions**

Ownership of Material

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software

Insurance

- The Consultant will be responsible for taking out any appropriate insurance coverage

Dispute Resolution

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

Force Majeure

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies

List of Annexes

Annex A: Terms of Reference and
Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting
Obligations