

## Definitions

- (a) “Client” means Japan Coal Energy Center (JCOAL), with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any entity including a Joint Venture that will provide the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is, the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Instructions to Consultants” means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (g) “Partner” means any of the entities which make up the Joint Venture, provided that each of them substantially performs the Services and/or has experience contributing to the enhancement of the expertise of the Joint Venture; and “Partners” means all those entities.
- (h) “Personnel” means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- (i) “Proposal” means a technical proposal or a financial proposal, or both in its plural form.
- (j) “QBS” means Quality-Based Selection.
- (k) “QCBS” means Quality- and Cost-Based Selection.
- (l) “RFP” means this Request for Proposal.
- (m) “Services” means the work to be performed pursuant to the Contract.
- (n) “SSS” means Single Source Selection.
- (o) “Standard Electronic Means” includes facsimile and email transmissions.
- (p) “Sub-Consultant” means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
- (q) “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities,

tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

**1. Introduction**

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from the shortlisted Consultants, in accordance with the method of selection specified in the Data Sheet.
- 1.2 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 contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. 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 Consultants.

**Conflict of Interest**

- 1.4.1 Consultants shall be considered to have a conflict of interest and shall not be recruited under the circumstances set forth below:

A Consultant shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant. As an example, Consultants hired to prepare the definite Terms of Reference for an assignment shall not be hired for the assignment in question.
- 1.4.2 Consultants have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

**Only one Proposal**

- 1.5 A firm may submit one proposal, either individually as a proponent or as a partner in a joint venture, in which partners are jointly and severally responsible for the contract. A firm who participates in more than one proposal will cause all the proposals in which the firm has participated to be disqualified. No firm can be a Sub-Consultant, which is not responsible for the contract, while submitting a proposal individually or as a partner in a joint venture in the same selection process. A firm, if acting in the capacity of Sub-Consultant or association member (not liable for entire contract) in any proposal, may participate in more than one proposal, but only in that capacity.

**Proposal Validity**

- 1.6 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission deadline date. During this period, Consultants shall maintain the availability of experts

nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the personnel named in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could propose new personnel in replacement, who has equivalent or better qualifications and experience than the original personnel, and would be considered in the final evaluation for contract award. Consultants who do not agree on these arrangements have the right to refuse to extend the validity of their proposals.

**2. Clarification of RFP Documents**

2.1 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 deadline date. 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 the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph 2.2.

**Amendment of RFP Documents**

2.2 The Client may amend the RFP by issuing an addendum in writing or by standard electronic means in sufficient time before the submission of Proposals. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

**3. Preparation of Proposals**

3.1 The Proposal (see paragraph 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Consultants whose proposals do not respond to the requirements of the documents comprising the RFP may fail to meet the minimum qualifying score as indicated in the Data Sheet.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(i) For the purpose of submitting a proposal, a shortlisted Consultant may enhance its expertise for the assignment either by:

(a) associating with other firms, in which case the

Consultant shall be solely liable under the Contract and the other firms shall be not liable for the Contract, or

- (b) forming a Joint Venture with other firms which substantially perform the Services and/or has experience contributing to the enhancement of the expertise of the Joint Venture, in which case the Consultant shall execute a major portion of the assignment, and the Consultant and the Partners of the Joint Venture shall be jointly and severally liable under the Contract.

In the event that the Consultant constitutes a Joint Venture, the Consultant shall submit (i) a copy of the Joint Venture Agreement with its Technical Proposal, and (ii) a power of attorney (executed by all partners) that authorizes the designated lead or managing Partner of the Joint Venture to act for and on behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation. Any Joint Venture agreement and Joint Venture power of attorney shall be attached to TECH-1, Sample Forms and submitted as part of the Technical Proposal of such Consultant.

- (ii) The Joint Venture Agreement shall identify the Lead partner. All Partners in a Joint Venture shall sign the Proposal unless the Lead Partner is nominated to do so in the power of attorney.
- (iii) None of the firms or experts proposed in a Joint Venture or an association should be the subject of a sanction by any Japanese organization.
- (iv) Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

**Technical  
Proposal  
Format and  
Content**

- 3.4 The Technical Proposal shall provide the information indicated in the following paragraphs from (i) to (vii) using the attached Sample Forms. The following table summarizes the content and maximum number of pages. A page is considered to be one printed size of A4.

Experience of the firm	(i) two (2) pages introducing the Consultant background and general experience (Form TECH-2A). (ii) twenty (20) pages of relevant completed projects in the format of Form TECH-2B illustrating the Consultant's relevant experience. No promotional material should be included.
Comments on terms of reference	no limit, but to be concise and to the point (Form TECH-3A).
Comments on counterpart staff and facility requirements	two (2) pages (Form TECH-3B).
General approach and methodology, work plan	fifty (50) pages inclusive of charts and diagrams (Form TECH-3).
List of proposed expert team and Summary of CV particulars	Form TECH-4
Experts' CVs	five (5) pages for each expert's CV using Form TECH-5.
Personnel schedule	Form TECH-6

- (i) A 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 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ experts who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted individually as corporate entity or, as a lead firm or one of partners within a Joint Venture. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Joint Venture partners, but can be claimed by the expert themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (ii) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and personnel schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work

Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

- (iii) The list of the proposed team by area of expertise, the position that would be assigned to each team member, their tasks and a summary of essential CV information (Form TECH-5 of Section 3).
- (iv) Estimates of the expert input (man-months of the personnel) needed to carry out the assignment (Form TECH-7 of Section 3). The man-months input should be indicated per expert separately for home office and field activities.
- (v) CVs of the experts signed by the experts themselves or by the authorized representative submitting the proposal (Form TECH-6 of Section 3). In case of CVs signed by the authorized representative, should the firm be ranked first, copies of the same CVs signed by the experts must be submitted to the Client prior to commencement of contract negotiations.
- (vi) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial details will be declared non responsive.

**Financial Proposals**

3.6 (i) The Consultants shall price all items of the corresponding Technical Proposal to figure out the amount that is to be stated in the Financial Proposal. The Consultant shall submit a soft copy of the Financial Proposal using the attached sample form (Section 4). The Client shall read a hard copy during the public opening of Financial Proposals.

(ii) It is the Consultant's responsibility to ensure that the correct Financial Proposal format is used for the selected method indicated in the Data Sheet.

(iii) The Financial Proposal requires completion of the form FIN-1.

a. Form FIN-1 is the Financial Proposal Submission Form.

**Taxes**

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident International Personnel, duties, fees, levies) in relation

to the activities performed under the Contract. The applicable amount of such fees shall be included in the aforementioned amount in the Financial Proposal.

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| <b>Currency</b>   | 3.8 | Consultants may propose the price of their services only in Japanese Yen (expressed as “JPY”).   |
| <b>4. Submission, Receipt, and Opening of Proposals</b> | 4.1 | The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should be in the format of TECH-1 and FIN-1, respectively, including required attachments, if any. |
|   | 4.2 | An authorized representative of the Consultants shall initial all pages of 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.   |
|   | 4.3 | The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with paragraph 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.  |
|   | 4.4 | The Client shall open the Technical Proposal immediately after the deadline for their submission. The submitted file of the Financial Proposal (If required under paragraph 1.2) shall remain unopened and securely stored.  |
| <b>5. Proposal Evaluation</b>                           | 5.1 | 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. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.   |
|   |     | The evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.   |
| <b>Evaluation of Technical Proposals</b>                | 5.2 | 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. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important   |

aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

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| <b>Financial Proposals for QBS</b>                           | 5.3 | Following the ranking of Technical Proposals, when selection is based on QBS method, the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under paragraph 6. When Financial Proposals have been submitted together with Technical Proposals (see paragraph 1.2), after the technical evaluation is completed, the Client shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process.  |
| <b>Public Opening of Financial Proposals (only for QCBS)</b> | 5.4 | In the case of QCBS, after the technical evaluation is completed, the Client shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will remain unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, informing them of the technical scores obtained by their Technical Proposals, and indicating the date, time and location for opening the Financial Proposals. The expected date for the public opening of the Financial Proposals is indicated in the Data Sheet. |
|  | 5.5 | Financial Proposals shall be opened in the presence of the evaluation committee and one staff of JCOAL that will act on the Consultants' behalf. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposals of the Consultants who met the minimum qualifying mark shall be then opened, and the total prices read aloud and recorded. The score may be disclosed to each Consultant upon request.  |
| <b>Evaluation of Financial Proposals (only for QCBS)</b>     | 5.6 | Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by normally applying a weight as specified in the Data Sheet respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant. After such final ranking, the first-ranked Consultants will be invited for contract negotiations.   |
| <b>6. Negotiations</b>                                       | 6.1 | Subject to paragraph 2.2, negotiations will be held during the period and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its  |

proposal in the absence of death or medical incapacity. Failure in satisfying such requirements may result in the Client proceeding to initiate the negotiation process with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

**Availability of Personnel**

6.2 Having selected the Consultant on the basis of, among other things, an evaluation of proposed personnel, the Client expects to negotiate a Contract on the basis of the personnel named in the Proposal. Before contract negotiations, the Client will require assurances that the personnel will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. In the event that the Client requests a replacement, such replacement shall have the same unit rate of remuneration proposed for the original candidate by the firm in its Financial Proposal. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. Failure to meet either of these requirements may result in disqualification.

**Conclusion of the negotiations**

6.3 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

**7. Award of Contract**

7.1 After completing negotiations the Client shall award the Contract to the selected Consultant and notify the other Consultants who have submitted proposals that they were unsuccessful.

7.2 The Consultant is expected to commence the Services on the date and at the location specified in the Data Sheet.

7.3 Consultants who were not awarded the Contract may request to JCOAL a debriefing after Contract award in respect of their Proposal.

**8. Publication**

8.1 After the contract is awarded, the following information may be made public by JCOAL:

- (i) The names of all consultants who submitted proposals,
- (ii) The name and address of successful consultant concerning the award of contract, and

(iii) The award date and amount of the contract.

**9. Confidentiality** 9.1 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 involved in the process, until the publication of the award of Contract.