



REPUBLIC OF GHANA

**STANDARD  
REQUEST FOR PROPOSALS  
FOR**

**Selection of Consultants**  
Time-Based and Lump-Sum Assignments

**Public Procurement Authority  
Accra, Ghana**

**April, 2014**

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## Introduction

This Standard Request for Proposals (SRFP) has been prepared for use by Procurement Entities of the Republic of Ghana in accordance with the Public Procurement Act 2003 (Act 663). The SRFP can be used with the different selection methods described in the Act, i.e., quality- and cost-based selection (QCBS), quality-based selection (QBS) and cost-based selection (CBS). The SRFP conforms to accepted international standards.

Before preparing the Request for Proposals (RFP), which is based on the SRFP, the user must be familiar with the provisions of the Public Procurement Act for appointment of Consultants and must have chosen a method of selection and the most suitable Contract Form.

The RFP may be used with one of two Standard Contract Forms to conform to either Time-Based Assignments or Lump-Sum Assignment. The Introductions of these contract documents indicate the circumstances in which their use is most appropriate.

The SRFP includes:

- Letter of Invitation,
- Instructions to Consultants and Data Sheet,
- Technical and Financial Proposal Forms,
- Terms of Reference; and
- Contract Forms.

The Instructions to Consultants and the General Conditions of Contract should not be modified. Any special conditions relating to the assignment should be described in the **Data Sheet** or the Special Conditions of Contract.

All italicized text (including footnotes) are for use in preparing the Tender documents and should not be included in the final product.

# Summary Description

## **PART I - SELECTION PROCEDURE**

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

This Section is a template of a letter from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable guidelines or policies of the financing institution that govern the selection and award process.

### **Section 2: Instructions to Consultants (ITC) and Data Sheet**

This Section consists of two parts: "Instructions to Consultants" and "Data Sheet". "Instructions to Consultants" contains provisions that are to be used without modifications. "Data Sheet" contains information specific to each selection and corresponds to the clauses in "Instructions to Consultants" that call for selection-specific information to be added. This Section provides information to help shortlisted Consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract.

### **Section 3: Technical Proposal - Standard Forms**

This Section includes the forms for the Technical Proposal that are to be completed by the shortlisted Consultants and submitted in accordance with the requirements of Section 2.

### **Section 4: Financial Proposal - Standard Forms**

This Section includes the financial forms that are to be completed by the shortlisted Consultants, including the Consultant's costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

### **Section 5: Terms of Reference (TORs)**

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall be in conformity to the provisions in Section 2.

## **PART II - CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section 6: Standard Contract Forms**

This Section includes two types of standard contract forms for complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC include clauses specific to each contract to supplement the General Conditions.

FINAL DRAFT

## Request for Proposals

RFP No: \_\_\_\_\_

Title of Consulting Services: \_\_\_\_\_

Project Name: \_\_\_\_\_

Procurement Entity: \_\_\_\_\_

Date: \_\_\_\_\_

FINAL DRAFT

## PART I – SELECTION PROCEDURE

### Section I. Letter of Invitation

\_\_\_\_\_ [insert Location and Date]

Dear \_\_\_\_\_ [insert Name of Consultant]

1. The \_\_\_\_\_ [insert Name of Procurement Entity] intends to apply part of its Budgetary Allocation towards the cost of \_\_\_\_\_ [insert Name of Project] to support its programme of work.
2. The \_\_\_\_\_ [insert Name of Procurement Entity] now invites proposals to provide the following consulting services:  
\_\_\_\_\_  
[insert short description of objectives and scope of the assignment]. More details on the services are provided in the attached Terms of Reference.
3. The RFP has been addressed to the following shortlisted Consultants:  
[insert List of Shortlisted Consultants]
4. It is not permissible to transfer this invitation to any other firm.
5. A Consultant will be selected under \_\_\_\_\_ [insert Selection Method] and procedures described in this RFP.
6. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants and Data Sheets
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Forms of Contract.
7. Please inform us in writing , upon receipt:
  - (a) that you received the letter of invitation;
  - (b) whether you will submit a proposal or not; and
  - (c) whether you will submit a proposal alone or in association.
8. Details on the proposal's submission date, time and address are provided in the **Data Sheet**.

Yours sincerely,

\_\_\_\_\_  
[insert: Signature, name, and title of Employer's Authorized Representative]

## Section II. Instructions to Consultants and Data Sheet

This Instruction to Consultants section shall not be modified. Any necessary changes, acceptable to the Public Procurement Authority, to address specific project issues, shall be introduced only through the **Data Sheet** (e.g., by adding new clauses). Likewise, modifications to the Contract Forms should be made only in the Special Conditions of Contract.

### Instructions to Consultants (ITC)

#### A. General Provisions

<b>1. Definitions</b>	(a)	“Applicable Law” means the laws and any other instruments having the force of law in The Republic of Ghana;
	(b)	“Bribery” means The offering, giving, receiving, or soliciting of something of value for the purpose of influencing the action of an official in the discharge of his or her public or legal duties;
	(c)	“Client” means Employer as identified in the Data Sheet;
	(d)	“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract;
	(e)	“Collusive practice” means a scheme or arrangement between two or more Consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
	(f)	“Confirmation” means acknowledgement in writing;
	(g)	“Consultant” means any entity or person that may provide or provides the Services to the Procurement Entity under the Contract;
	(h)	“Contract” means a legally binding written agreement signed between the Procurement Entity 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);
	(i)	“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in Contract execution, or the making of any payment to any third party, in connection with or in furtherance of this Contract, in violation of the Applicable Law;
	(j)	“Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions;
	(k)	“Day” means calendar day;
	(l)	“Employer” means the Procuring Entity that signs the Contract for the Services with the selected Consultant;
	(m)	“Experts” means, collectively, Key Experts and Non-Key Experts, of the Consultant, Sub-Consultant or Joint Venture member(s);
	(n)	“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
	(o)	“GCC” means the General Conditions of Contract;
	(p)	“Government” means the Government of the Republic of Ghana;
	(q)	“Instructions to Consultants (ITC)” (Section 2 of this RFP) means the document, including any amendments, which provides Consultants with all information needed to prepare their Proposals;
	(r)	“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;
	(s)	“Key Expert(s)” 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;
	(t)	“LOI” (this Section 1 of the RFP) means the Letter of Invitation sent by the Client to the shortlisted Consultants;
	(u)	“Non-Key Expert(s)” 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 CVs are not evaluated individually;
	(v)	“Obstructive Practices” means deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer’s investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Employer’s inspection and audit rights.
	(w)	“Personnel” means key experts and non-key experts as well as support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
	(x)	“Proposal” means the Technical Proposal and the Financial Proposal of the Consultant;
	(y)	“RFP” means this Request for Proposal, prepared by the Employer, based on the SRFP for the selection of Consultants;
	(z)	“SRFP” means the Standard Request for Proposals,

		which must be used by the Employer as the basis for the preparation of the RFP;
	(aa)	“Services” means the assignments to be performed by the Consultant pursuant to the Contract;
	(ab)	“Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services;
	(ac)	“Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment;

<b>2. Introduction</b>	2.1	The Employer named in the <b>Data Sheet</b> will select a Consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the <b>Data Sheet</b> and detailed in the edition of the Guidelines indicated in the <b>Data Sheet</b> .
	2.2	The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the <b>Data Sheet</b> for consulting services required for the assignment named in the <b>Data Sheet</b> . The Proposals will be the basis for contract negotiations and ultimately for a signed contract with the Selected Consultant.
	2.3	The assignment shall be implemented in accordance with the phasing indicated in the <b>Data Sheet</b> . When the assignment includes several phases, the performance of the Consultant under each phase must be to the Employer's satisfaction before work begins on the next phase.
	2.4	The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and on the local

		conditions, Consultants are encouraged to visit the Employer before submitting a proposal and to attend a pre-proposal conference if one is specified in the <b>Data Sheet</b> . Attending the pre-proposal conference is optional. The Consultants' representative should contact the officials named in the <b>Data Sheet</b> to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
	2.5	The Employer will provide the inputs specified in the <b>Data Sheet</b> , assist the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
	2.6	Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Employer, are not reimbursable as a direct cost of the assignment; and (ii) the Employer is not bound to accept any of the proposals submitted.
<b>Conflicts of Interest</b>	2.7	Consultants are required to provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Employers, or that may place them in a position of not being able to carry out the assignment in the best interest of the Employer.
	2.7.1	Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:
<b>Conflicting Activities</b>		a. A Consultant who has been engaged by the Employer to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, a person hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing

			goods or works or non-consulting services related to the initial assignment (other than a continuation of the Consultant's earlier consulting services) for the same project.
<b>Conflicting Assignments</b>		b.	A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.
		c.	A Consultant (including its Personnel and Sub-Consultants) that has a relationship, directly or through common third parties, with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
<b>Potential Conflicts</b>		d.	Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
<b>Restriction for</b>		e.	No agency or current employees of the

<b>Public Employees</b>		Employer shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the employer to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the employer by the Consultant as part of his technical proposal.
		f. Any other types of conflicting relationships as stated in the <b>Data Sheet</b>
	2.7.2	As pointed out in para. 1.7.1 (a) above, Consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the <b>Data Sheet</b> and the factors used for the selection of the Consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Employer whether or not to have the downstream assignment carried out, and if it is carried out, which Consultant will be hired for the purpose.
	2.7.3	Any previous or ongoing participation in relation to the assignment by the Consultants, its professional staff, or its affiliates or associates under a contract with any Procurement Entity of the Republic of Ghana may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Employer before preparing the proposal.
	2.7.4	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. To that end, the Client shall indicate in the <b>Data Sheet</b> 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.
<b>Corrupt And Fraudulent Practices</b>	2.8	It is the policy of the Government of the Republic of Ghana to require that Procurement Entities as well as Consultants under contracts, financed partially or wholly from the public funds of the Republic of Ghana observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Public Procurement Authority;
		a. acting by the appropriate Tender Committee will reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt, fraudulent, collusive coercive or obstructive practices in competing for the contract in question;
		b. will sanction a Consultant, including declaring a Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract financed from the public funds of the Republic of Ghana if it at any time determines that the Consultant has directly or through an agent engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
		c. will have the right to require that, in contracts financed from the public funds of Ghana, a provision be included requiring Consultants to permit the Public Procurement Authority to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Public Procurement Authority.
		The phrases "coercive practice," "collusive practice," "corrupt practice," "fraudulent practice" and "obstructive practice" shall have the meanings as defined in para. 1 (c), (d), (h), (u);
<b>Debarment</b>	2.9	Consultants, their Sub-Consultants and their

		associates shall not be under a declaration of ineligibility or debarred for corrupt and fraudulent practices issued by the Public Procurement Authority in accordance with the above sub-Clause .2.8 (b).
	2.10	Consultants shall be aware of the provisions on fraud and corruption stated in the Contract under the clauses indicated in the <b>Data Sheet</b> .

### B. Preparation of Proposal

<b>3. General Considerations</b>	3.1	In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
<b>Cost of Preparation of Proposal</b>	3.2	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 Employer 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.
<b>Language</b>	3.3	The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Employer, shall be written in English, the official language of the Republic of Ghana.
<b>Documents Comprising The Proposal</b>	3.4	The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b> .
	3.5	If specified in the <b>Data Sheet</b> , the Consultant shall include a statement of an undertaking by the Consultant to observe, in competing for and executing a contract, the Employer country's laws against fraud and corruption (including bribery).
		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, as requested in the Financial Proposal submission form ( <b>Section 4</b> ).
<b>Only One Proposal</b>	3.6	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 and rejected. 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 <b>Data Sheet</b> .
<b>Proposal Validity</b>	3.7	The <b>Data Sheet</b> indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
	3.8	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.
	3.9	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 Clause 5 of this ITC.
<b>Extension of Validity Period</b>	3.10	The Employer will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity before the expiry of the period of effectiveness of tenders.
	3.11	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.
		The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
<b>Substitution of Key Experts at Validity Extension</b>	3.12	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 Employer together with the 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 Curriculum Vitae of the original Key Expert.
		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 Employer, such Proposal will be rejected.
<b>Sub-Contracting</b>	3.13	The Consultant shall not subcontract the whole of the Services.
<b>4. Clarification and Amendment of RFP</b>	4.1	The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> 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 <b>Data Sheet</b> . The Client will respond in writing, or by electronic forms which provide a record of the content of communication, 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:
	4.2	<p>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.</p> <p>If the Client convenes a meeting of Consultants, it shall prepare minutes of the meeting containing the requests submitted to the meeting for clarification of the request for proposal and its responses to those requests without identifying the sources of the requests</p> <p>The minutes shall be provided promptly before the</p>

		deadline for submission of the proposals to the Consultants participating in the selection proceedings to enable them take the minutes into account in preparing their proposals.
	4.3	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.
	4.4	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
<b>5. Qualification Criteria</b>	5.1	Evidence showing that the Consultant's liquid assets and access to credit facilities are adequate for this contract, confirmed by a financial statement for the last 3 (three) years verified by a chartered accountant.
	5.2	Evidence of relevant experience in the execution of studies of a similar nature, including the nature and value of the relevant contracts, as well as works in hand and contractually committed. The evidence shall include successful experience as the prime Consultant in the execution of at least 3 projects of a similar nature and complexity during the last 5 years. Preference will be given to Consultants with some experience in Ghana or any African country
<b>Litigation History</b>	5.3	The Consultant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by him over the last 7 (seven) years. A consistent history of awards against the Consultant or existence of high value dispute, which may threaten the financial standing of the Consultant, may lead to the rejection of the proposal.
<b>6. Preparation of Proposals - Specific Considerations</b>	6.1	The time allowed for the Consultant to prepare its proposals shall be as specified in the <b>Data Sheet</b>
	6.2	Consultants are requested to submit a Proposal (para. 1.2) written in the language(s) specified in <b>Clause 3.3</b> .
	6.3	In preparing the Technical Proposal, Consultants are

		expected to examine the documents constituting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
	6.4	While preparing the Technical Proposal, Consultants must give particular attention to the following:
		<p>i. If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Consultant(s) and/or other Consultants or entities in a joint venture or sub-Consultancy, as appropriate. Consultants may associate with the other Consultants invited for this assignment only with approval of the Employer as indicated in the <b>Data Sheet</b>. Consultants must obtain the approval of the Employer to enter into a joint venture with Consultants not invited for this assignment. Foreign Consultants are encouraged to seek the participation of local Consultants by entering into a joint venture with, or subcontracting part of the assignment to, national Consultants.</p>
		<p>ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the <b>Data Sheet</b>. The proposal shall, however, be based on the number of professional staff-months estimated by the Consultant. For fixed-budget-based assignments, the available budget is given in the <b>Data Sheet</b> and the Financial Proposal shall not exceed this budget.</p>
		<p>iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or have an extended and stable working relationship with it.</p>
		<p>iv. Proposed professional staff must, at a minimum, have the experience indicated in the <b>Data Sheet</b>, preferably working under conditions similar to those prevailing in the</p>

			Republic of Ghana.
		v.	Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
		vi.	Reports to be issued by the Consultants as part of this assignment must be in the language(s) specified in the <b>Data Sheet</b> . It is desirable that the Consultant's personnel have a working knowledge of the Employer's national language.
	6.5	The Technical Proposal shall provide the following information using the attached Standard Forms ( <b>Section 3</b> ):	
		i.	A brief description of the Consultant's organization and an outline of recent experience on assignments ( <b>Section 3B</b> ) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, duration of the assignment, contract amount, and Consultant's involvement.
		ii.	Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Employer ( <b>Section 3C</b> ).
		iii.	A description of the methodology and work plan for performing the assignment ( <b>Section 3D</b> ).
		iv.	The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing ( <b>Section 3E</b> ).
		v.	CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal ( <b>Section 3F</b> ). Key information should include number of years spent working for the Consultant and degree of responsibility held in various assignments during the last 10 (ten) years.

		vi.	Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member ( <b>Section 3E</b> and <b>Section 3G</b> ).
		vii.	A detailed description of the proposed methodology, staffing, and monitoring of training, if the <b>Data Sheet</b> specifies training as a major component of the assignment.
		viii.	The Consultant should detail the likely adverse effects of the assignment on Health, Environmental, Social, Safety, Security and Sustainability issues and propose options that would enhance the viability of the assignment taking into account prevailing statutory, policy, regulations and other relevant data that may be provided by the Employer.
		ix	Any additional information requested in the <b>Data Sheet</b>
	6.6		The Technical Proposal shall not include any financial information.
<b>7. Financial Proposal</b>	7.1		In preparing the Financial Proposal, Consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms ( <b>Section 4</b> ) and list all costs associated with the assignment, including:
		a.	remuneration for staff (foreign and local, in the field and at headquarters), and
		b.	reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment.

		All proposed items in the Technical Proposal should be priced. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
	7.2	The Consultants may not use more than three foreign currencies. The Employer may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the <b>Data Sheet</b> .
<b>Price Adjustments</b>	7.3	For assignments with a duration as specified in the <b>Data Sheet</b> , a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the <b>Data Sheet</b> ."
<b>Taxes</b>	7.4	The Financial Proposal should clearly estimate, as a separate amount, the Ghanaian taxes (including Social Security, VAT and NHIL), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the Sub-Consultants, and their personnel unless the <b>Data Sheet</b> specifies otherwise.
<b>Commissions and Gratuities</b>	7.5	Consultants shall furnish information as described in the Financial Proposal Submission Form ( <b>Section 4A</b> ) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the Consultant is awarded the contract.
<b>Validity Period</b>	7.6	The <b>Data Sheet</b> indicates how long the proposals must remain valid after the submission date. During this period the Consultant is expected to keep available the professional staff proposed for the assignment or a replacement of such staff subject to clause 6.4. The Employer will make its best effort to complete negotiations within this period. If the Employer wishes to extend the validity period of the proposals, the Consultants who do not agree have the right not to extend the validity of their proposals.
<b>C. Submission, Opening and Evaluation</b>		
<b>8. Submission of Proposals</b>	8.1	The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to

		correct errors made by the Consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.
	8.2	An authorized representative of the Consultant initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
	8.3	For each proposal, the Consultants shall prepare the number of copies indicated in the <b>Data Sheet</b> . Each Technical Proposal and Financial Proposal shall be marked " <b>ORIGINAL</b> " or " <b>COPY</b> " as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
	8.4	The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked " <b>TECHNICAL PROPOSAL</b> ," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked " <b>FINANCIAL PROPOSAL</b> " and warning: " <b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL.</b> " Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the <b>Data Sheet</b> and be clearly marked; " <b>DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.</b> "
	8.5	The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the <b>Data Sheet</b> . Any proposal received after the deadline for submission of proposals shall be returned unopened.
	8.6	The submission can be done by post or by hand. If specified in the <b>Data Sheet</b> , the Consultant has the option of submitting its Proposals electronically.
<b>Public Opening of Technical Proposals</b>	8.7	After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Evaluation Committee. The names and addresses of each Consultant whose Technical Proposal is opened shall be announced to those present at the opening of Technical Proposals and communicated on request to a Consultant who has submitted a Technical Proposal but is not present or represented at the opening of the Technical Proposals. The Financial



		Proposals shall remain sealed until after the evaluation of the Technical Proposals.	
<b>9. Proposal Evaluation: General</b>	9.1	a.	The evaluation of Technical and Financial Proposals shall be done by the Entity Tender Committee in accordance with the provisions of the “ <b>Standard Tender Evaluation Format for Selection of Consultants.</b> ”
		b.	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.
		c.	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 the rejection of its Proposal, and may be subject to the application of the Employer’s sanctions procedures.
		d.	Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, the Employer may ask a Consultant in writing for clarification of its Proposal in order to assist in the examination, evaluation and comparison of proposals. Additionally if a Consultant wishes to contact the Employer on any matter related to the selection process, it should do so only in writing.
	9.2	Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including reviews by the appropriate Tender Review Board is concluded.	

<p><b>Evaluation of Technical Proposals</b></p>	<p>9.3</p>	<p>The evaluation committee, appointed by the Employer as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, relevant sub criteria, 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 Terms of Reference or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b>.</p>
	<p>9.4</p>	<p>In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked Consultant or Consultant selected on a Single-Source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions as stated in <b>Clause 8</b>.</p>
<p><b>Public Opening and Evaluation of Financial Proposals: Ranking (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)</b></p>	<p>9.5</p>	<p>After the technical evaluation of quality is completed, the Employer shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) indicating that their Financial Proposals will be returned unopened after completing the selection process and contract signing. The Employer shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be as stated in the <b>Data Sheet</b>. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.</p>
	<p>9.6</p>	<p>The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants</p>

		who submitted Proposals and to the Employer. The Employer shall prepare minutes of the public opening.
<b>Correction of Errors</b>	9.7	<p>The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal;</p> <p>(i) if the Time-Based Contract Form has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost;</p> <p>(ii) if the Lump-Sum Contract Form has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices in various currencies shall be converted to the single currency specified in the <b>Data Sheet</b>. The official selling rates used, provided by the source indicated in the <b>Data Sheet</b>, will be those in effect on the date indicated in the <b>Data Sheet</b>. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident Consultants (and to be paid under the contract, unless the Consultant is exempted), and estimated as per para. 7.4.</p>
	9.8	In case of QCBS, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the <b>Data Sheet</b> . Proposals will be ranked according to their combined

		technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T$ = the weight given to the Technical Proposal; $P$ = the weight given to the Financial Proposal; $T + P = 1$ ) indicated in the Data Sheet: $S = \{(S_t \times T) \% \} + \{(S_f \times P) \% \}$ . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
	9.9	In the case of Fixed-Budget Selection, the Employer will select the Consultant that submitted the highest ranked Technical Proposal within the budget ("evaluated" price). Proposals that exceed the indicated budget will be rejected. In the case of the Least -Cost Selection, the Employer will select the lowest proposal ("evaluated" price) among those that passed the minimum technical score. In both cases the Selected Consultant is invited for negotiations.
	9.10	The Employer shall give prompt notice of the correction to the Consultant that submitted the proposal.
	9.11	No change in a matter of substance in the proposal, including changes in price and changes aimed at making an unresponsive proposal responsive, shall be sought, offered or permitted.
<b>10. National Preference</b>	10.1	If so indicated in the <b>Data Sheet</b> , Domestic Consultant may receive a margin of preference in Tender evaluation, for which this Clause shall apply.
	10.2	Domestic Consultants shall provide all evidence necessary to prove that they meet the following criteria to be eligible for the margin of preference in the comparison of their Proposals with those of Consultants who do not qualify for the preference. They should;
		a. Be registered by relevant statutory bodies within the Republic of Ghana;
		b. Be registered with the Public Procurement Authority for purposes of preference schemes;
		c. Have at least fifty per cent of the authorized

			capital of the company owned either by the Government or citizens of The Republic of Ghana;
		d.	Not sub-Contract more than ten (10) percent of the Contract price, excluding provisional sums to foreign Consultants; and
		e.	Have no arrangement whereby any major part of the net profits or other tangible benefits of the domestic company will accrue or be paid to persons not citizens of the Republic of Ghana or to companies which would not be eligible under this Clause.
	10.3	The Procuring Entity shall, in granting margin preference, use the Authority's Register of Consultants to determine whether or not Consultants are qualified for exclusive preference.	
	10.4	A joint venture, consortium or an association between a foreign and local firm in which the contribution of the local firm in that joint venture or association is greater than sixty per cent, shall also be eligible to participate in the exclusive preference scheme.	
	10.5	The following procedure will be used to apply the margin of preference:	
		a)	Responsive Proposals will be classified into the following groups:
		i)	Group A: Proposals offered by domestic Consultants eligible for the preference;
		ii)	Group B: Proposals offered by associations between domestic Consultants and foreign Consultants eligible for the preference; or
		iii)	Group C: Proposals offered by Foreign Consultants.

		b)	For the purpose of further evaluation and comparison of Proposals only, an amount equal to the percentage shown in the <b>Data Sheet</b> , of the evaluated Proposal Prices determined in accordance with sub- Clause 9.3(v), will be added to all Proposals classified in Groups B and C.
<b>D. Negotiations and Award</b>			
<b>11. Negotiations</b>	11.1		Negotiations will be held with the Consultant (or his accredited representative who must have a written power of attorney) at the date and address indicated in the <b>Data Sheet</b> to reach agreement on all points and sign a contract. The Employer shall prepare minutes of negotiations which will be signed by the employer and the Consultant.
	11.2	i.	Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Employer to ensure satisfactory implementation of the assignment and the selection will be in accordance with ITC <b>Clause 3.12</b> .
		ii.	Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Employer expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Employer will require assurances that the experts will be actually available. The

			Employer will not consider replacement during contract negotiations unless both parties agree that undue delay in the selection process makes such replacement unavoidable or that such changes are critical to meet the objectives of the assignment.
		iii.	Notwithstanding the above, 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.
		iv.	If it is established that key staff were offered in the proposal without confirming their availability, the Consultant may be disqualified.
	11.3		The financial negotiations will include a clarification (if any) of the Consultant's tax liability in Ghana, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed-Budget Selection, and the Least- Cost Selection methods. For other methods, the Employer will provide Consultants with the information on remuneration rates described in the Appendix to this information.
	11.4		The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Employer and the Consultant will initial the agreed contract. If the negotiations fail, the Employer 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 Employer shall terminate the negotiations informing the Consultant of the reasons for doing so. The Employer will invite the next-ranked Consultant to negotiate a Contract. Once the Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.
<b>12 Award of Contract</b>	12.1	The contract will be awarded following negotiations. After negotiations are completed, the Employer will promptly notify other Consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those Consultants who did not pass the technical evaluation (para. 9.3).
	12.2	The Consultant is expected to commence the assignment on the date and at the location specified in the <b>Data Sheet</b>
<b>13. Confidentiality</b>	13.1	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 concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.



## Data Sheet

ITC Clause Reference	Amendments of, and Supplements to, Clauses in the Instructions to Consultants
2.1	The name of the Employer is: _____ The method of selection is: _____ The Applicable Law is: _____ The time allowed for preparation of Proposals is: _____ [Not less than one month]
2.2	Technical and Financial Proposals are requested: Yes ___ No ___ Technical Proposal only is requested: Yes ___ No ___ The name, objectives, and description of the assignment are: _____ _____ _____
2.3	The assignment is phased: Yes ___ No ___ [If yes, indicate the phasing] _____ _____ _____
2.4	A pre-proposal conference will be held: Yes ___ No ___ [If yes, indicate date, time, and venue] _____ The name(s), address(es), and telephone numbers of the Employer's official(s) are: _____ _____ _____
2.5	The Employer will provide the following inputs: _____ _____
2.7.1.f.	The employer regards the following as Conflicts to the Interest of the assignment: _____ [Please list conflicts or if otherwise not applicable, please remove clause 2.7.1.f.]
2.7.2	The Employer envisages the need for continuity for downstream work: Yes ___ No ___ [If yes, outline in the Terms of Reference the scope, nature, and timing of future work and indicate here the manner in which this information will be factored in the evaluation] _____ _____ _____

2.7.4	<p>The Employer acknowledges that the shortlisted Consultants _____ [please fill with "have" or "have not" as appropriate] provided consulting services related to the assignment.</p> <p>[if any shortlisted Consultant has provided services related to the assignment which will provide a competitive advantage, please list the name of the Consultant, the Firm and state the type of Service provided in relation to the assignment as well as other information pertaining to the services provided by the Consultant ] _____</p> <p>_____</p>
2.11	<p>The clauses on fraud and corruption in the Contract are:</p> <p>_____</p> <p>_____</p>
3.4	<p>The documents and forms required for the Technical Proposal include the following: [please list as appropriate]</p> <ol style="list-style-type: none"> <li>a. [i.e. Form 3A: Technical Submission Form]</li> <li>b. [i.e. Form 3B: Consultants Organisation]</li> <li>c. [i.e. Form 3C: Consultant's References]</li> <li>d. [i.e. Form 3D: Comments and Suggestion on the Terms of Reference]</li> <li>e. [i.e. Form 3E: Description of the Methodology and Work Plan]</li> <li>f. [i.e. Form 3F: Team Composition and Task Assignments]</li> <li>g. [i.e. Form 3G: Format of CV for proposed Key Staff.]</li> <li>h. [i.e. Form 3H: Activity (Work) Schedule]</li> <li>i. [i.e. Form 3I: Time Schedule for Staff]</li> </ol> <p>The documents and forms required for the Financial Proposal include the following: [please list as appropriate]</p> <ol style="list-style-type: none"> <li>a. [i.e. Form 4A: Financial Proposal Submission Form]</li> <li>b. [i.e. Form 4B: Summary of Costs]</li> <li>c. [i.e. Form 4C: Breakdown of Price per Activity]</li> <li>d. [i.e. Form 4D: Breakdown of Remuneration per Activity]</li> <li>e. [i.e. Form 4E: Reimbursables per Activity]</li> </ol>
3.5	<p>The Consultant _____ [please specify "shall" or "shall not" as appropriate] include a statement of undertaking to observe the laws against fraud and corruption in competing for and executing a contract in the Republic of Ghana.</p>
3.6	<p>The Consultant's Staff and/or sub-Consultants _____ [please specify "shall" or "shall not" as appropriate] be allowed to participate as Key Experts and Non-Key experts in more than one Proposal relating to the assignment.</p>
3.7	<p>Proposals must remain valid _____ days [Normally between 60 and 90 days] after the submission date, i.e., until: _____</p>
4.1	<p>Clarifications may be requested _____ [Insert number] days before the submission date.</p>

	<p>The address for requesting clarifications is: _____</p> <p>Facsimile: _____</p> <p>Email: _____</p> <p>Other: <i>[please specify]</i> _____</p>
6.1	The recommended duration for preparation of the Proposal is _____ <i>[indicate months, days etc.]</i>
6.4.i.	Shortlisted Consultant/entity may associate with other shortlisted Consultant: Yes ___ No ___
6.4.ii.	<p>The estimated number of professional staff-months required for the assignment is: _____</p> <p>or:</p> <p>In the case of Fixed-Budget Selection, the Financial Proposal shall not exceed the available budget of: _____ <i>[insert amount in figures, then in words]</i></p>
6.4.iv.	The minimum required experience of proposed professional staff is: _____ <i>[Insert title, number of years of professional experience, specific expertise]</i>
6.5.vii.	Training is a specific component of this assignment: Yes ___ No ___ <i>[If yes, provide appropriate information]</i> _____
6.5.ix.	Additional information in the Technical Proposal includes: _____ _____
7.2	Consultants to state local cost in Ghanaian Cedi: Yes ___ No ___
7.3	<p>Price Adjustment applies to all Time-Based contracts with a duration exceeding _____ <i>[insert duration]</i>. In exceptional circumstances, Price Adjustment can also apply to Lump-Sum contract assignments longer than _____ <i>[insert duration]</i> with prior agreement with the Employer.</p> <p>A price adjustment provision applies to remuneration rates: Yes ___ No ___ <i>[If "Yes", specify whether it applies to foreign and/or local inflation]</i></p>
7.4	Taxes: <i>[Specify Consultant's liability: nature, sources of information]:</i> _____ _____ _____
8.3	Consultants must submit an original and _____ <i>[Insert number]</i> additional copies of each proposal

8.4	<p>The proposal submission address is:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Information on the outer envelope should also include:</p> <p>_____</p>	
8.5	Proposals must be submitted no later than _____ [insert time] on _____ [insert date]	
8.6	<p>The Consultants _____ [insert "shall" or "shall not"] have the option of submitting their Proposals electronically.          [if "shall" is inserted please specify the email address below or otherwise remove provision for email address.]          The email address for submission of electronic proposals is _____</p>	
9.3	The number of points to be given under each of the evaluation criteria are:	
		<b>Points</b>
	<p>i. Specific experience of the Consultants related to the assignment          [Insert sub criteria]          [Insert sub criteria]          [Insert sub criteria]</p>	[5 - 10]
	<p>ii. Adequacy of the proposed work plan and methodology in responding to the Terms of Reference          [Insert sub criteria]          [Insert sub criteria]          [Insert sub criteria]</p>	[20 - 50]
	<p>iii. Qualifications and competence of the key staff for the Assignment (including membership of professional bodies)          [Insert sub criteria]          [Insert sub criteria]</p>	[30 - 60]
	<p>iv. Suitability of the transfer of knowledge program (training)          [Insert sub criteria]          [Insert sub criteria]          [Insert sub criteria]</p>	[0 - 10]
	<p>v. [where applicable]          Local participation (as reflected by nationals among key staff presented by foreign and local Consultants)          [Insert sub criteria]          [Insert sub criteria]          [Insert sub criteria]</p>	[10 - 15]

	vi.	Consideration of Health, Environmental, Social, Safety, Security and Sustainability issues [Insert sub criteria] [Insert sub criteria] [Insert sub criteria]	[0 - 5]
		<b>Total Points:</b>	<b>100</b>
	The number of points to be given under each evaluation sub criteria for qualifications of staff are:		
			<b>Points</b>
		(i) General qualifications	[20 - 30]
		(ii) Adequacy for the project	[50 - 60]
		(iii) Experience in region and language	[10 - 20]
	The minimum technical score required to pass is _____ [Insert number of points]		
9.5	The Opening of Financial Proposals shall be on _____ [insert date] at _____ [insert time], unless otherwise notified.		
9.7.ii	The single currency for price conversions is: _____ The source of official selling rates is: _____ The date of exchange rates is: _____		
9.8	The formula for determining the financial scores is the following: [Either $S_f = 100 \times F_m/F$ , in which $S_f$ is the financial score, $F_m$ is the lowest price and $F$ the price of the proposal under consideration, or another proportional linear formula] The weights given to the Technical and Financial Proposals are: T= _____ [Normally between 0.7 and 0.9], and P= _____ [Normally between 0.1 and 0.3]		
10.1	Local Consultants _____ [insert "shall" or "shall not"] receive a margin of preference.		
11.1	The address for negotiations is: _____ _____ _____		
12.2	The assignment is expected to commence on _____ [Insert date] at _____ [Insert location].		

Appendix<sup>3</sup>: Financial Negotiations; Breakdown of Remuneration (Staff) Rates

<sup>3</sup> Delete Appendix in the case of Quality- and Cost-Based Selection (QCBS), Fixed-Budget Selection, or Least-Cost Selection.

FINAL DRAFT

## Appendix to Instructions to Consultants

### Financial Negotiations<sup>4</sup> Breakdown of Remuneration Rates

#### 1. Review of Remuneration Rates

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the Consultant in preparing financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The Employer is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Employer is, therefore, concerned with the reasonableness of the Consultant's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the Consultant's remuneration rates, certified by an independent auditor. The Consultant shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.
- (i) **Salary**  
This is the gross regular cash salary paid to the individual in the Consultant's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
- (ii) **Bonus**  
Bonuses are normally paid out of profits. Because the Employer does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- (iii) **Social Costs**  
Social costs are the costs to the Consultant of staff's non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the Consultant's leave policy is acceptable as a social cost.

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<sup>4</sup> Used under Quality-Based Selection, Selection Based on Qualifications, and Single-Source Selection.

**(iv) Cost of Leave**

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^5 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

[<sup>5</sup> Where  $w$  = weekends,  $ph$  = public holidays,  $v$  = vacation, and  $s$  = sick leave.]

It is important to note that leave can be considered a social cost only if the Employer is not charged for the leave taken.

**(v) Overheads**

Overhead expenses are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Employer does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

**(vi) Fee or Profit**

The fee or profit shall be based on the sum of the salary, social costs, and overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The Consultant shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

**(vii) Away from Headquarters Allowance or Premium**

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw



overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) **Subsistence Allowances**

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents the subsistence rate shall be the same for married and single team members.

United Nations Development Programme (UNDP) standard rates for the particular country may be used as reference to determine subsistence allowances.

**2. Reimbursables**

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursables. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency.

**3. Bank Guarantee**

- 3.1 Payments to the Consultant, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the Consultant regular payments in local and foreign currency, as long as the services proceed as planned.

**4. Tender Security and Tender Securing Declaration**

[Country] [Project

Name: Loan #]

[Title of Consulting  
Services]

REQUEST FOR PROPOSALS RFP #

INFORMATION TO CONSULTANTS

BREAKDOWN OF AGREED FIXED RATES<sup>6</sup>

[Currencies: \_\_\_\_\_<sup>7</sup> ]

Staff Members		1	2	3	4	5	6	7	8
Name	Position	Basic Rate <sup>8</sup>	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance	Total Agreed Fixed Rate	Agreed Fixed Rate (__% of 1)
Country Assignment									
Home Office									

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>6</sup> This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

<sup>7</sup> If different currencies, a different table for each currency should be used.

<sup>8</sup> Per month, day, or hour as appropriate.

### Section III. Technical Proposal - Standard Forms

- 3A. Technical Proposal Submission Form.
- 3B. Consultant's Organisation
- 3C. Consultant's References.
- 3D. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be provided by the Employer.
- 3E. Description of the Methodology and Work Plan for Performing the Assignment.
- 3F. Team Composition and Task Assignments.
- 3G. Format of Curriculum Vitae (CV) for proposed Key Staff.
- 3H. Activity (Work) Schedule.
- 3I. Time Schedule for Staff.

### 3A. Technical Proposal Submission Form

[insert location, date]

To: \_\_\_\_\_

[insert name of Employer]

\_\_\_\_\_  
[insert address of Employer]

Dear Sir/Madam,

Title: \_\_\_\_\_

We, the undersigned, offer to provide the consulting services for \_\_\_\_\_ [insert title of consulting services] in accordance with your Request for Proposal dated \_\_\_\_\_ [insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial<sup>9</sup> Proposal sealed in a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before \_\_\_\_\_ [insert date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours faithfully,

\_\_\_\_\_  
Authorized Signature:

\_\_\_\_\_  
Name and Title of Signatory:

\_\_\_\_\_  
Name of Consultant:

\_\_\_\_\_  
Address:

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<sup>9</sup> In Quality-Based Selection, the proposal may include only a Technical Proposal. If this is the case, delete "and a Financial Proposal sealed under a separate envelope."

### 3B. Consultant's Organization

[Provide here a brief description of the background and organization of your company including managerial capability, membership of professional associations, reliability in the procurement

*object and reputation; and the personnel to perform the procurement contract, and – in case of a joint venture – of each member for this agreement.]*

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### 3C. Consultant's References

#### Relevant Services Carried Out in the Last (.....) Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your Consultancy, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultancy(profiles):
Name of Employer:		N° of Staff:
Address:		N° of Professional Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in GHS):
Name of Associated Consultants, If Any:		N° of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: \_\_\_\_\_

**3D. Comments and Suggestions of Consultants on the Terms of Reference and on Counterpart Staff, Data, Services and Facilities to be provided by the Employer**

On the Terms of Reference :

*[Present and justify here any changes to the Terms of Reference which you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal].*

*[Note that your Proposal could be determined unacceptable if statements in this form attempt to change the nature or expects outputs of the assignment or set out conditions or assumptions that would have the effect of shifting any risk of performance away from the Consultant.]*

On Counterpart staff, data, services, and facilities to be provided by the Employer:

*[Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any]*

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### 3E. Description of Approach, Methodology and Work Plan for Performing the Assignment

Provide a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

[Structure of your Technical Proposal in 3 parts as follows]:

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

- a) **Technical Approach and Methodology.** [Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.]
- b) **Work Plan.** [Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]
- c) **Organization and Staffing.** [Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.]



**3F. Team Composition and Task Assignments**

<b>1. KEY STAFF</b>			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned

<b>2. NON-KEY STAFF</b>			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned

### 3G. Format of Curriculum Vitae (CV) for Proposed Key Staff

Proposed Position: \_\_\_\_\_

Name of Consultancy: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Consultant/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership of Professional Body: \_\_\_\_\_

Countries of Work Experience: \_\_\_\_\_ [*List countries where staff has worked in the last ten years*]

Employment Method: [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From: \_\_\_\_\_ To: \_\_\_\_\_

Employer: \_\_\_\_\_

Position Held: \_\_\_\_\_

Detailed Task Assigned: \_\_\_\_\_ [*List all tasks to be performed under this assignment*]

Work undertaken that best illustrates capability to handle to tasks assigned: [*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

Name of assignment or project: \_\_\_\_\_

Year: \_\_\_\_\_

Location: \_\_\_\_\_

Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

Position held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

Education: \_\_\_\_\_

[*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment.*]

[*Summarize college/ university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

**Languages:**

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

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**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Employer.

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of staff member and authorized representative of the Consultant] Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

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### 3H. Activity (Work) Schedule

<i>[1st, 2nd, etc. are months from the start of assignment.]</i>												
Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart
3. Include a legend, if necessary, to help read the chart.

### 3I. Time Schedule for Staff

N°	Name of Staff	Staff Input													Total Staff-Month Input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total	
<b>Key Staff</b>																		
1		[Home]																
		[Field]																
2																		
3																		
															<b>Subtotal</b>			
<b>Non-Key Staff</b>																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
															<b>Subtotal</b>			
															<b>Total</b>			

- a. For Key Staff the input should be indicated individually; for Non-Key Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- b. Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- c. Field work means work carried out at a place other than the Consultant's home office.

■ Full time input

▨ Part time input

<sup>3</sup> "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Employer's country or any other country outside the Consultant's country of residence.

## Section IV. Financial Proposal - Standard Forms

- 4A. Financial Proposal Submission Form.
- 4B. Summary of Costs.
- 4C. Breakdown of Price per Activity.
- 4D. Breakdown of Remuneration per Activity.
- 4E. Reimbursables per Activity.

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**4A. Financial Proposal Submission Form**

[Location, Date]

To: [Name and address of Employer]

Dear Sir/Madam,

Title: \_\_\_\_\_

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [Amount(s) in words and figures].

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., [Date].

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive. We remain,  
Yours faithfully,

\_\_\_\_\_  
Authorized Signature:

\_\_\_\_\_  
Name and Title of Signatory:

\_\_\_\_\_  
Name of Consultancy:

\_\_\_\_\_  
Address:

[For a joint venture, either all members shall sign or only the lead member/Consultant, in which case the power of attorney to sign on behalf of all members shall be attached]

**4B. Summary of Costs**

<b>Costs</b>	<b>Currency(ies)<sup>10</sup></b>	<b>Amount(s)</b>
Subtotal [from Form 4C]		
Local Taxes		
Total Amount of Financial Proposal		

<sup>10</sup> Maximum of three (3) plus Ghanaian Cedi



**4C. Breakdown of Price per Activity**

Activity No.: \_\_\_\_\_

Description: \_\_\_\_\_

Price Component	Currency(ies)	Amount(s)
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		

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## Sample Form

Consultant:

Country:

Assignment:

Date:

### **Consultant's Representations Regarding Costs and Charges**

We hereby confirm that:

- (a) *the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;*
- (b) *attached are true copies of the latest pay slips of the Experts listed;*
- (c) *the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;*
- (d) *the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and*
- (e) *said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.*

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### 4D. Breakdown of Remuneration per Activity

Activity No. _____		Description: _____		
Names	Position	Input <sup>11</sup>	Remuneration Currency(ies) Rate	Amount
Key Staff				
Staff				
Total				

---

<sup>11</sup> Staff months, days, or hours as appropriate.

**Consultant's Representations Regarding Costs and Charges**

**(Model Form I)**

(Expressed in [insert name of currency\*])

<i>Personnel</i>		<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
<i>Name</i>	<i>Position</i>	<i>Basic Remuneration Rate per Working Month/Day/Year</i>	<i>Social Charges<sup>1</sup></i>	<i>Overhead<sup>1</sup></i>	<i>Subtotal</i>	<i>Profit<sup>2</sup></i>	<i>Away from Home Office Allowance</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour<sub>1</sub></i>
<i>Home Office</i>									
<i>Client's Country</i>									

\* If more than one currency is used, use additional table(s), one for each currency

1. Expressed as percentage of 1  
 2. Expressed as percentage of 4

#### 4E. Reimbursables per Activity

N o.	Description <sup>1</sup>	Unit	Quantity	Currency(ies)	Unit Cost <sup>2</sup>	Total Cost
	Accommodation (lodging)	Day				
	Per diem allowances (meals & incidental expenses)	Day				
	International flights	Trip				
	Miscellaneous travel expenses	Trip				
	Office accommodation					
	Communication costs between [ <i>Insert place</i> ] and [ <i>Insert place</i> ]					
	Drafting, reproduction of reports					
	Equipment, instruments, materials, supplies, etc.					
	Shipment of personal effects	Trip				
	Use of computers, software					_____
	Investigations and surveys					
	Laboratory tests					
	Subcontracts					
	Local transportation costs					
	Clerical assistance					
	Total					

1. Delete items that are not applicable or add other items as necessary.

2. Local transportation costs are not included if local transportation is being made available by the Employer. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Employer.

## Section V. Terms of Reference

1. Background \_\_\_\_\_

2. Objective(s) of the Assignment \_\_\_\_\_

3. Scope of Services, Tasks (Components) and Expected Deliverables

3.1 \_\_\_\_\_

3.2 [*indicate if downstream work is required*] \_\_\_\_\_

3.3 [*indicate if training is a specific component of the assignment*] \_\_\_\_\_

4. Team Composition & Qualification Requirements for the Key Staff (and any other requirements which will be used for evaluating the Key Staff under Data Sheet of the ITC)

5. Reporting Requirements and Time Schedule for Deliverables

At a minimum, list the following:

(a) Format, frequency, and contents of reports;

(b) Number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;

(c) Dates of submission;

(d) Persons (indicate names, titles, submission address) to receive them; etc.

[*If no reports are to be submitted, state here "Not applicable."*]

If the Services consist of or include the supervision of civil works, the following action that require prior approval by the Employer shall be added: "Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Employer is required.

6. Employer's Input and Counterpart Staff to be provided

(a) Data, Services and facilities to be made available to the Consultant by the Employer:  
\_\_\_\_\_ [*list/specify*]

(b) Professional and support counterpart Staff to be assigned by the Employer to the Consultant's team: \_\_\_\_\_ [*list/specify*]

## **PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section VI. Contract Forms**

*[Attach a copy of one of the two Forms of Contracts listed below for Large Assignments. Circumstances under which these contracts are used are described in their prefaces.]*

- a) *Standard and Sample Contract for Consultant's Services  
(Complex Time -Based Assignments)*
- b) *Standard and Sample Contract for Consultant's Services  
(Large Lump-Sum Remuneration Assignments)*

**FINAL DRAFT**