



REPUBLIC OF GHANA

REQUEST FOR PROPOSALS

Consultant Services

Complex Time-Based Assignments
Large Lump-Sum Assignments

Public Procurement Board

Accra, Ghana

September 2003

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Introduction and Instructions

1. 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 with acceptable international standards.

2. Before preparing an RFP, 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.

3. The SRFP may be used with two standard forms of contract:

- Complex Time-Based Assignment
- Large Lump-Sum Assignment

The prefaces of these contracts indicate the circumstances in which their use is most appropriate.

4. The RFP includes a Letter of Invitation, Information to Consultants, Data Sheet, Forms to be used in the Technical and Financial Proposals, Terms of Reference and the Form of Contract. The Information 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.

REQUEST FOR PROPOSALS

RFP No: _____

Procurement Entity: _____

Project Name: _____

Title of Consulting Services: _____

Date: _____

Section 1. 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. A Consultant will be selected under _____ [insert Selection Method]¹ and procedures described in this RFP.

5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Information to Consultants

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract.

¹ Indicate the appropriate method to be used: Quality- and Cost-Based Selection (QCBS), Quality-Based Selection (QBS), Cost-Based Selection (CBS).

6. Please inform us, upon receipt:
- (a) that you received the letter of invitation; and
 - (b) whether you will submit a proposal alone or in association.

Yours sincerely,

[insert: Signature, name, and title of Employer's representative]

Section 2. Information to Consultants²

- 1. Introduction**
- 1.1 The Employer named in the Data Sheet will select a Consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet and detailed in the edition of the Guidelines indicated in the Data Sheet.
- 1.2 The 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 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. 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.
- 1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand 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 Data Sheet. Attending the pre-proposal conference is optional. The Consultants' representative should contact the officials named in the Data Sheet 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.
- 1.5 The Employer will provide the inputs specified in the Data Sheet, assist the Consultant in obtaining licenses and permits

² This Information to Consultants section shall not be modified. Any necessary changes, acceptable to the Public Procurement Board, to address specific project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the Form of Contract should be made only by including clauses outlining the special conditions and not by introducing changes in the wording of the general conditions.

needed to carry out the services, and make available relevant project data and reports.

1.6 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.

1.7 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.

1.7.1 Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:

(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 services related to the initial assignment (other than a continuation of the Consultant's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants.

1.7.2 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 Data Sheet 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.

- 1.7.3 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.
- 1.8 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 Board:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer, and includes collusive practices among Consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the Employer of the benefits of free and open competition.
 - (b) acting by the appropriate Tender Review Board or Tender Committee will reject a proposal for award if it determines that the Consultant recommended for

award has engaged in corrupt or fraudulent activities in competing for the contract in question;

- (c) will declare 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 engaged in corrupt or fraudulent practices in competing for, or in executing, a contract financed from the public funds of the Republic of Ghana; and
- (d) 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 Board 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 Board.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Public Procurement Board in accordance with the above sub para. 1.8 (c).

1.10 Consultants shall furnish information as described in the Financial Proposal Submission Form (Section 4A) 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.

1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the Contract under the clauses indicated in the Data Sheet.

**2. Clarification
and
Amendment 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 date. Any request for clarification must be sent in writing by mail, cable, telex, facsimile, or electronic mail to the Employer's address indicated in the Data Sheet. The Employer will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Consultants who intend to submit proposals.

2.2 At any time before the submission of proposals, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited Consultants and will be binding on them. The Employer may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposal

3.1 Consultants are requested to submit a proposal (para. 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 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.

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

- (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 subconsultancy, as appropriate. Consultants may associate with the other Consultants invited for this assignment only with approval of the Employer as indicated in the Data Sheet. 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.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. 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 Data Sheet, and the Financial Proposal shall not exceed this budget.

- (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.
 - (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment.
 - (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 Data Sheet. It is desirable that the Consultant's personnel have a working knowledge of the Employer's national language.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
- (i) A brief description of the Consultant's organization and an outline of recent experience on assignments (Section 3B) 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 (Section 3C).
 - (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
 - (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
 - (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years spent working for the

Consultant and degree of responsibility held in various assignments during the last ten (10) 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 (Sections 3E and 3G).
 - (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
 - (viii) Any additional information requested in the Data Sheet.
- 3.5 The Technical Proposal shall not include any financial information.
- Financial Proposal**
- 3.6 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 (Section 4). It lists 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. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
- 3.7 The Financial Proposal should clearly estimate, as a separate amount, the Ghanaian taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the subConsultants, and their personnel unless the Data Sheet specifies otherwise.
- 3.8 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 Data Sheet.

- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).
- 3.10 The Data Sheet 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.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 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 initialed by the persons or person who sign(s) the proposals.
- 4.2 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.
- 4.3 For each proposal, the Consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" 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 Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"

- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Evaluation Committee. The Financial Proposal shall remain sealed until all submitted proposals are opened publicly.

5. Proposal Evaluation

General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any Consultant wishes to contact the Employer on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Consultant to influence the Employer in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Consultant's proposal.
- 5.2 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.

Evaluation of Technical Proposals

- 5.3 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 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 Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.4 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 given in para. 1.2 and the Data Sheet.

Public Opening and Evaluation of Financial Proposals: Ranking (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)

- 5.5 After the evaluation of quality is completed, the Employer shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. 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 not be sooner than two weeks after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 5.6 The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare minutes of the public opening.
- 5.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Employer will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. 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. 3.7.
- 5.8 In case of QCBS, the lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. 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.

- 5.9. 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.

6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 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.
- 6.3 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.
- 6.4 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. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.5 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 negotiations fail, the Employer will invite the Consultant whose proposal received the second highest score to negotiate a Contract.

7. Award of Contract

7.1 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. 5.3).

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

8. Confidentiality

8.1 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.

SECTION 2 INFORMATION TO CONSULTANTS

Information to Consultants

DATA SHEET

Clause Reference

- 1.1 The name of the Employer is: _____

- The method of selection is: _____
- The Applicable Law is: _____
- 1.2 Technical and Financial Proposals are requested: Yes ___ No ___
A Technical Proposal only is requested: Yes ___ No ___
- The name, objectives, and description of the assignment are: _____

- 1.3 The assignment is phased: Yes _____ No _____ [*If yes, indicate the phasing*] _____

- 1.4 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: _____

- 1.5 The Employer will provide the following inputs: _____

- 1.7.2 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*]
- 1.11 The clauses on fraud and corruption in the Contract are: _____

- 2.1 Clarifications may be requested ___ [*Insert number*] days before the submission date.
- The address for requesting clarifications is: _____

- Telex: _____ Facsimile: _____
- Email:** _____ **Cable:** _____
- 3.1 Proposals should be submitted in the following language(s): _____
- 3.3 (i) Shortlisted Consultant/entity may associate with other shortlisted Consultant:
Yes ___ No ___
- (ii) The estimated number of professional staff-months required for the assignment is: _____
- or:
- In the case of Fixed-Budget Selection, the Financial Proposal shall not exceed the available budget of: _____.
- (iv) The minimum required experience of proposed professional staff is:
[*Insert title, number of years of professional experience, specific expertise*]

- (vi) Reports that are part of the assignment must be written in the following language(s): _____
- 3.4 (vii) Training is a specific component of this assignment: Yes ___ No ___
[*If yes, provide appropriate information*]

(viii) Additional information in the Technical Proposal includes: _____

3.7 Taxes: [*Specify Consultant's liability: nature, sources of information*]: _____

3.8 Consultants to state local cost in Ghanaian Cedi: Yes _____ No _____

3.10 Proposals must remain valid _____ days [*Normally between 60 and 90 days*] after the submission date, i.e., until: _____

4.3 Consultants must submit an original and ____ [*Insert number*] additional copies of each proposal:

4.4 The proposal submission address is: _____
Information on the outer envelope should also include : _____

4.5 Proposals must be submitted no later than the following date and time: _____

5.1 The address to send information to the Employer is: _____

5.3 The number of points to be given under each of the evaluation criteria are:

| | <u>Points</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| (i) Specific experience of the Consultants related to the assignment [<i>Insert subcriteria</i>] [<i>Insert subcriteria</i>] [<i>Insert subcriteria</i>] | [5 - 10] |
| (ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference [<i>Insert subcriteria</i>] [<i>Insert subcriteria</i>] [<i>Insert subcriteria</i>] | [20 - 50] |
| (iii) Qualifications and competence of the key staff for the Assignment [<i>Insert subcriteria</i>] [<i>Insert subcriteria</i>] [<i>Insert subcriteria</i>] | [30 - 60] |

| | | |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| (iv) | Suitability of the transfer of knowledge program (training) [Insert subcriteria] [Insert subcriteria] [Insert subcriteria] | [0 - 10] |
| (v) | Local participation (as reflected by nationals among key staff presented by foreign and local Consultants; maximum not to exceed 10 points) [Insert subcriteria] [Insert subcriteria] [Insert subcriteria] | [0 - 10] |
| Total Points: | | 100 |

The number of points to be given under each evaluation subcriteria for qualifications of staff are:

| | <u>Points</u> | |
|---------------------------------------|---------------|-----|
| (i) General qualifications | [20 - 30] | |
| (ii) Adequacy for the project | [50 - 60] | |
| (iii) Experience in region & language | [10 - 20] | |
| Total Points: | | 100 |

The minimum technical score required to pass [*Insert number of points*]:__

5.7 The single currency for price conversions is:_____

The source of official selling rates is:_____

The date of exchange rates is:_____

The formula for determining the financial scores is the following:

[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]

5.8 The weights given to the Technical and Financial Proposals are:

T=_____ [Normally between 0.8 and 0.9], and

P=_____ [Normally between 0.1 and 0.2]

6.1 The address for negotiations is: _____

7.2 The assignment is expected to commence on [*Insert date*] at [*Insert location*];

Appendix:³ Financial Negotiations; Breakdown of Staff Rates

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

APPENDIX
TO
INFORMATION TO CONSULTANTS

Financial Negotiations⁴
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

⁴ Used under Quality-Based Selection, Selection Based on Qualifications, and Single-Source Selection.

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.

(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:

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

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, nonbillable 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

⁵ Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.

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.

[Country]
[Project Name: Loan #]
[Title of Consulting Services]
REQUEST FOR PROPOSALS
RFP #
INFORMATION TO CONSULTANTS
BREAKDOWN OF AGREED FIXED RATES⁶
[Currencies: _____⁷]

| Staff Members | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|--------------------|----------|-------------------------|-----------------------------|------------------------|----------|-------------------|----------------------------------------------------|----------------------------|----------------------------------|
| Name | Position | Basic Rate ⁸ | Social Charge (__% of 1) | Overhead (__% of 1) | Subtotal | Fee (__% of 4) | Away from Headquarters Allowance (__ % of 1) | 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: _____

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

⁷ If different currencies, a different table for each currency should be used.

⁸ Per month, day, or hour as appropriate.

Section 3. Technical Proposal - Forms

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

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: _____

[Name of Employer]

[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. We are hereby
submitting our Proposal, which includes this Technical Proposal, and a Financial⁹ Proposal
sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [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:

⁹ 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 REFERENCES

Relevant Services Carried Out in the Last Five 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: | | Nº of Staff: |
| Address: | | Nº of Professional Staff-Months; Duration of Assignment: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (in Current US\$): |
| Name of Associated Consultants, If Any: | | Nº 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: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

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

- 1.
- 2.
- 3.
- 4.
- 5.

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

| 1. Technical/Managerial Staff | | |
|--------------------------------------|----------|------|
| Name | Position | Task |
| | | |
| | | |
| | | |
| | | |
| | | |

| 2. Support Staff | | |
|-------------------------|----------|------|
| Name | Position | Task |
| | | |
| | | |
| | | |
| | | |

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultancy: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____ Nationality: _____

Membership of Professional Body: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[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.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Employer references, where appropriate. Use about two pages.]

Languages:

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

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

Full name of staff member: _____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

| | | | Months (in the Form of a Bar Chart) | | | | | | | | | | | | |
|------|----------|------------------------|-------------------------------------|---|---|---|---|---|---|---|---|----|----|----|------------------|
| Name | Position | Reports Due/Activities | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Number of Months |
| | | | | | | | | | | | | | | | Subtotal (1) |
| | | | | | | | | | | | | | | | Subtotal (2) |
| | | | | | | | | | | | | | | | Subtotal (3) |
| | | | | | | | | | | | | | | | Subtotal (4) |

Full-time: _____
 Reports Due: _____
 Activities Duration: _____

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

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

B. Completion and Submission of Reports

| Reports | Date |
|-----------------------------------------------------------------------------------|------|
| 1. Inception Report | |
| 2. Interim Progress Report (a) First Status Report (b) Second Status Report | |
| 3. Draft Report | |
| 4. Final Report | |

Section 4. 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.
- 4F. Miscellaneous Expenses.

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:

4B. SUMMARY OF COSTS

| Costs | Currency(ies) ¹⁰ | Amount(s) |
|------------------------------------|-----------------------------|-----------|
| Subtotal | | |
| Local Taxes | | |
| Total Amount of Financial Proposal | | _____ |

¹⁰ Maximum of three currencies plus Ghanaian Cedi.

4C. BREAKDOWN OF PRICE PER ACTIVITY

| | | |
|------------------------|--------------------|-------------------|
| Activity No.:_____ | Activity No.:_____ | Description:_____ |
| Price Component | Currency(ies) | Amount(s) |
| Remuneration | | |
| Reimbursables | | |
| Miscellaneous Expenses | | |
| Subtotal | | _____ |

4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

| Activity No. _____ | | Name: _____ | | |
|--------------------|----------|---------------------|------------------------------------|--------|
| Names | Position | Input ¹¹ | Remuneration Currency(ies) Rate | Amount |
| Regular staff | | | | |
| Local staff | | | | |
| Consultants | | | | |
| Grand Total | | | | _____ |

¹¹ Staff months, days, or hours as appropriate.

4E. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

| No. | Description | Unit | Quantity | Unit Price In | Total Amount In |
|-----|---------------------------------------------------|------|----------|---------------|-----------------|
| 1. | International flights _____ | Trip | | | |
| 2. | Miscellaneous travel expenses | Trip | | | |
| 3. | Subsistence allowance | Day | | | |
| 4. | Local transportation costs ¹² | | | | |
| 5. | Office rent/accommodation/ clerical assistance | | | | |
| | Grand Total | | | | _____ |

¹² 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.

4F. MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

| No. | Description | Unit | Quantity | Unit Price | Total Amount |
|-----|-----------------------------------------------------------------------------------|------|----------|------------|--------------|
| 1. | Communication costs between _____ and _____ (telephone, telegram, telex) | | | | |
| 2. | Drafting, reproduction of reports | | | | |
| 3. | Equipment: vehicles, computers, etc. | | | | |
| 4. | Software | | | | |
| | Grand Total | | | | _____ |

Section 5. Terms of Reference

[Terms of Reference normally contain the following sections: (a) Background, (b) Objectives, (c) Scope of the Services, (d) Training (when appropriate), (e) Reports and Time Schedule, and (f) Data, Local Services, Personnel, and Facilities to be provided by the Employer.]

Section 6. Forms of Contract

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

- a). *Form of Contract Consultant Services
(Complex Time-Based Assignments)*

- b). *Form of Contract Consultant Services
(Large Lump-Sum Remuneration)*