



GOVERNMENT OF RIVERS STATE OF NIGERIA

**STANDARD REQUEST FOR
PROPOSALS**

For the

Selection of Consulting Firms

(Small Assignments Time-Based)

FIRST EDITION

GLOSSARY OF KEY TERMS/WORDS

Accounting Officer: means the administrative head of a Ministry, Department or Agency of Government (MDA) or Procuring Entity (PE) by any title called. The Accounting Officer is the person charged with overall supervision of the conduct of all procurement processes in the procuring entity. Thus, the Accounting Officer has the overall responsibility for the planning, organization and execution of all public procurements functions in the PE. The Accounting Officer also has the final approving right of expenditure in the MDA. An example is a Permanent Secretary for the Ministries; Director General of an Agency, Managing Director or General Manager of public corporations and such titles designating such officer as the Chief Executive Officer.

Consultancy/ Consulting Services: ~~May~~ means any one or a combination of the following;

- Advisory and review services
- Pre-investment or feasibility studies
- Design
- Construction and supervision
- Management and related services; or
- Any other technical services or special studies

Financial Proposal: means A Standard Form that permits the requested financial information to be presented in a clear, precise and readily available manner and allows the Client to easily understand and evaluate the financial proposals in accordance with the established selection criteria.

Instructions to Consultants (ITC): This provides relevant information to help Consultants to prepare their Proposals. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of Contract.

Least Cost Selection (LCS): The method of procurement of consultancy services where the assignment is routine or standard in nature, and where well-established practices and standards exist such as audits and engineering design of non-complex works.

Lump Sum Contract: means a Form of Contract normally used when definition of the tasks to be performed is clear and unambiguous, when the commercial risk taken by the Consultants are relatively low, and when therefore such Consultant are prepared to perform the assignment for an agreed predetermined lump-sum price. Such price is arrived at on the basis of inputs - including rates - provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, for example reports.

Procuring Entity: means any public body engaged in procurement, and includes a Ministry, extra Ministerial office, Government Agency, Parastatal, Statutory Corporation, the Legislature or the Judiciary, where the funding is derived from the State appropriation Law or a Local Government Council within Rivers State.

Quality and Cost-Based selection: means the method of procurement of consultancy services based on both the quality of the technical proposal and the cost as shown in the financial proposal

Quality-Based Selection: means a method of procurement of consultancy services based only on the quality of the technical proposals

Request for Expression of Interest: A call to potential providers of goods and ~~and/or~~ consultancy services to register interest in supplying them. Commonly a document describing requirements or specifications and seeking information from potential providers that demonstrate their ability to meet those requirements. The process is used to prepare a short list of consultants and upon careful analysis of the submissions and approval in accordance with the approval procedures described in the Regulations for the Use of Consultants Services, these short-listed Consultants are then invited to submit a proposal.

Request for Proposal (RFP): also known as Letter of Invitation for Proposal (LoI) This letter announces the Proposal, indicates the names of the short-listed Consultants, the method to be followed for selection of the Consultant, the documents included in the RFP, a short description of the Objectives and Scope of the assignment, and invites the short-listed Consultants to submit a proposal.

Services: This means the time, expertise and efforts rendered by the Contractor, including any objects of procurement other than goods, works or actual construction

Special Instructions to Consultants (SIC): This provides for information specific to each object of the procurement of the services and supplements the information or requirements included in the Instructions to Consultants section.

Technical Proposal: A standard form which provides requested technical information to be presented in a clear, precise and readable manner. The completed forms will indicate details of the Consultant's organization and experience, methodology, work plan, work schedule, team composition, task assignments, and staffing schedule. And would allow the Client to readily understand and evaluate the technical proposals in accordance with the established selection criteria.

Terms of Reference: This defines clearly the Objectives, Goals, and Scope of the assignment, and provides background information to enable the Consultant to prepare the proposal. These terms lists the services and surveys necessary to carry out the assignment and the expected outputs and clearly defines the Client's and Consultants' respective responsibilities.

Time based Contract: Form of Contracts where the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is based on agreed unit rates for Consultant staff multiplied by the actual time spent by the staff in executing the assignment, and reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise Consultants and to be involved in the daily execution of the assignment.

Notice to Users

1. This Standard Document for the Request for Proposals (RfP) has been prepared by the Rivers State Bureau on Public Procurement for the Procurement of Consulting Services using short lists of consultants when financed by the State Budget and to enable a Procuring Entity to select the lowest evaluated responsive proposal.
2. This RfP is in accordance with the Rivers State Public Procurement Law No. 4 of 2008 and the policies and procedures prescribed in the Regulations for the Selection of Consulting Services, regarding the eligibility of consulting firms, and has been adapted to the needs of Rivers State from internationally acceptable model formats. The RfP when properly completed will provide all the information that a Consulting Firm needs in order to prepare and submit a Proposal. This should provide a sound basis on which the Procuring Entity can fairly, transparently and accurately carry out a proper evaluation process of the Proposals submitted by the Consulting Firms:
3. The RfP is issued after a pre-selection process has taken place through advertising in the media (Request for Expressions of Interest — EoI). The EoI process is used to prepare a short list upon careful analysis of the EoI submissions and approval of the short list in accordance with the approval procedures described in the Regulations for the Use of Consultants Services. The short-listed Consultants are then invited to submit a proposal.
4. This document shall be used when a Procuring Entity (the Client) wishes to select a Consulting Firm (the Consultant) for small assignments which are remunerated in accordance with time-based invoices to be paid to the Consultant for carrying out the agreed services.
5. Time-based contracts are used when (i) the Scope of the Services cannot be established with sufficient precision, (ii) the duration and quantity of services depends on variables that are beyond the control of the Consultant, (iii) the output required of the Consultants is difficult to assess. In time-based contracts, the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is based on (i) agreed unit rates for Consultant staff multiplied by the actual time spent by the staff in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices (per diem, transport, communications). This type of contract requires the Client to closely supervise Consultants and to be involved in the daily execution of the assignment.
6. The following guidelines apply for the Procuring Entity when using this RfP:
 - (a) address the Procuring Entity's specific needs for the consulting assignment through the information provided in the Special Instructions to Consultants (SIC) and the Special Conditions of **Contract (SCC)** and in the. Terms of Reference (**TOR**), which describe the requirements of the assignment

- (b) tailor the document to the circumstances of the particular assignment. The Procuring Entity should only introduce such adjustments in the Sections of the RfP which are specifically designed for this purpose: Section 2: the Special Instructions Consultants (SIC) to Consultants; Section 5: the Contract Agreement (CA). Those details not filled by the Procuring Entity are the responsibility of the Consultants;
- (c) but never change the Instructions to Consultants.
- (d) provide the specific information needed in the italicized notes inside brackets. These notes should also specify where the Consultants should provide information. Most footnotes and italicized notes are solely prepared for the use of the Procuring Entity and are not part of the final RfP to be issued. In other words, they should be removed from the final version;
- e) retain the other notes which specify that they are guidance to the Consultants.
- f) indicate the name of the project, the contract number, the name of the Procuring Entity and the date of issue on the cover of the document;

8. The Standard Proposal Document for the Procurement of Consulting Services has the following contents:

Letter of Invitation for Proposal (Lol): This letter announces the Proposal, indicates the names of the short-listed Consultants, the method to be followed for selection of the Consultant, the documents included in the RFP, a short description of the Objectives and Scope of the assignment, and invites the short-listed Consultants to submit a proposal.

Section 1 Instructions to Consultants (ITC)

This Section provides relevant information to help Consultants to prepare their Proposals. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of Contract.

This Section also contains the criteria to be used by the Client to determine the lowest evaluated Proposal and the qualifications of the Consultant to perform the Contract. **The text of the clauses in this section shall not be modified**

Section 2 Special Instructions to Consultants (SIC)

This Section provides the information specific to each object of the procurement of the services and supplements the information or requirements included in Section 1:Instructions to Consultants.

Section 3 Terms of Reference

This section defines clearly the Objectives, Goals, and Scope of the assignment, and provides background information (including a list of existing relevant studies and basic data) to enable the Consultant to prepare the proposal. This section lists the services and surveys necessary to carry out the assignment and the expected outputs (for example, reports, data, maps, surveys); it also clearly defines the Client's and Consultants' respective responsibilities. The Terms of Reference should be complete and well thought through to enable the Consultants to respond fully to the needs of the Client.

Section 4 Proposal and Contract Forms

A. Technical Proposal- Standard Forms

This section provides the standard format that permits the requested technical information to be presented in a clear, precise and readily available manner

and allows the Client to readily understand and evaluate the technical proposals in accordance with the established selection criteria. The completed forms will indicate details of the Consultant's organization, experience, methodology, work plan, work schedule, team composition, task assignments, and staffing schedule.

B. Financial Proposal- Standard Forms

This section provides the standard format that permits the requested financial information to be presented in a clear, precise and readily available manner and allows the Client to easily understand and evaluate the financial proposals in accordance with the established selection criteria.

Section 5 Contract Agreement with Appendices

The Contract Agreement, which, once completed and signed by the Client and the Consultant, incorporates any corrections or modifications to the accepted Proposal relating to amendments permitted by the Instructions to Consultants.

The Appendices to the formal Contract include the Description of the Services of the Contract (which are the final Terms of Reference as agreed), the reporting requirements, details of key personnel and sub-Consultants, a breakdown of the Contract Price, and services and facilities to be provided by the Client.

GOVERNMENT OF RIVERS STATE OF NIGERIA

[enter here the name of the procuring entity]

**STANDARD REQUEST FOR
PROPOSALS**

for the

**Selection of Consulting
Firms
(Small Assignments Timed-Based)**

[enter here the nature of the Consulting Services to be procured]

Name of Procuring Entity

Invitation for Proposal No:

Issued on:

Proposal Package No:

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Section 1a. INSTRUCTIONS

If applicable, insert: invitation N°1

[Insert: Location and Date:

[Insert. Name and Address of Consultant]

Dear Mr. /Ms.:

1. The Government of Rivers State of Nigeria has allocated public funds for the cost of [Name of Project] and intends to apply a portion of the funds to eligible payments under the Contract for which the Request for Proposal (RFP) is issued.
2. The [Name of Client] now invites proposals to provide the following consulting services: [insert a short description of objectives and scope of the assignment]. More details on the services are provided in the Terms of Reference.
3. This Letter of Invitation and the RFP has been issued to the following short-listed Consultants:

[List only the names of those consultants short listed]

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

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

4. A firm will be selected under [insert selection method: Quality and Cost Based Selection QCBS / Selection under Fixed Budget FB/ Least Cost Selection LCS/Quality Based Selection QBS — delete as appropriate]. Procedures for selection are described in the RFP.
5. In addition to the Letter of Invitation, the RFP includes the following documents:
 - Section 1: Instructions to Consultants (ITC)
 - Section 2: Special Instructions to Consultants (SIC)
 - Section 3: General Conditions of Contract (GCC),
 - Section 4: Special Conditions of Contract (SCC),
 - Section 5: Proposal & Contract Forms
 - Section 6: Terms of Reference (TOR)
6. A Pre-Proposal meeting will not be held. OR
6. A Pre-Proposal meeting will be held on [state date and time] at the offices of the Client at [state address of Client].

7. Please inform us in writing, preferably by electronic mail, at the following address [insert address], upon receipt:
- (a) that you have received the Letter of Invitation and the RFP; and
 - (b) whether you will submit a proposal alone or in association with any other Consultant.

Yours sincerely,

[Signature, name, and title of the Client's representative]

Section 1b. Instructions to Consultants

A. General

- | | |
|--|--|
| 1. Scope of Assignment | 1.1 The Client, named in the Special Instructions to Consultants (SIC), will elect a Consultant for the specific assignment as specified in the SIC and described in details in Section 3: Terms of Reference. |
| 2. Source of Funds | 2.1 The Client has been allocated public funds as indicated in the SIC and intends to apply a portion of the funds to eligible payments under the Contract for which this ITC is issued. |
| 3. Corrupt, Fraudulent Collusive, Coercive or Obstructive Practices | <p>3.1 The Government requires that Clients, as well as Consultants, shall observe, the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.</p> <p>3.2 In pursuance of this requirement, the Client shall:</p> <ul style="list-style-type: none">(a) exclude the Consultant from participation in the procurement proceedings concerned or reject an Proposal for award; and(b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds. <p>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 under public funds.</p> <p>3.3 Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind come to the knowledge of the Client, it shall,</p> |

in the first place, allow the Consultant to provide an explanation and shall, take actions as above only when a satisfactory explanation is not received.

3.4 The Government defines corrupt, fraudulent, collusive, coercive or obstructive practices, for the purposes of this provision, in the Contract Agreement Sub-Clause 3.4.

3.5 The Government requires that the Clients personnel have an equal obligation not to solicit, ask for and! or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Eligible
stated in the
Consultants

4.1 The Consultant shall be a national of Nigeria unless otherwise SIC.

4.2 The Consultant has the legal capacity to enter into the Contract.

4.3 The Consultant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices in accordance with ITC Sub-Clause 3.2.

4.4 The Consultant has fulfilled its obligations to pay taxes, pension fund and ITF contributions under the relevant national and State laws or regulations.

4.5 Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as individual consultant subject to the provisions of the Public Procurement Law and its Regulations provided the person (a) is on leave of absence without pay; (b) is not being hired by the procuring entity he/she was working for immediately prior to going on leave; and (c) the hiring of him/her would not create any conflict of interest.

**5. Conflict of
professional,
Interest**

5.1 Government policy requires that the Consultant provide objective, and impartial advice, and at all times hold the Executing Agency's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. The Consultant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

5.2 The Consultant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his Client, or that may reasonably be perceived

as having this effect. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

- 5.3 The Consultant that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.

B. Request for Proposal

- 6. Proposal: Section** 6.1 The sections comprising the RFP are listed below:
Section 1: Instructions to Consultants (ITC)
Section 2: Special Instructions to Consultants (SIC)
Section 3: Terms of Reference (TOR)
Section 4: Proposal Forms
Section 5: Contract Forms.
- 6.2 The Consultant is expected to examine all instructions, forms, terms, and provisions in the RFP. Failure to furnish all information or documentation required by the RFP may result in the rejection of the Proposal.
- 7. Proposal: Clarification** 7.1 The Client shall respond in writing to any request for clarification, provided that such request is received from the Consultant no later than ten (10) working days prior to the deadline for submission of Proposals. The address for clarification requests is stated in the SIC.
- 8. Proposal: Amendment** 8.1 At any time prior to the deadline for submission of Proposals, the Client may, on its own initiative or in response to an enquiry by a Consultant, amend the RFP by issuing an amendment, and may, at its discretion, extend the deadline for the submission of Proposals

C. Proposal Preparation

- 9. Proposal: Language** 9.1 The Proposal, as well as all correspondences and documents relating to the Proposal shall be written in the English language unless specified otherwise in the SIC.
- 10. Proposal Preparation** 10.1 The Consultant shall examine in detail the documents comprising the TOR, and prepare the Proposal using the forms furnished in Proposal Forms.

Section 4:

11. Client Inputs 11.1 In preparing the Proposal the Consultant may assume that the Client will:

- (a) provide at no cost to the Consultant the inputs and facilities specified in the SIC; and
- (b) make available relevant project data and reports together with the Contract to the Consultant.

12. Technical Proposal Preparation 12.1 While preparing the Technical Proposal, a Consultant must give particular attention to the instructions provided in ITC Sub- Clause inclusive.
12.2 to 12.7

12.2 If a Consultant considers that it does not have all the expertise required for the assignment, it may obtain that expertise by associating with other Consultants or entities in a joint venture or sub consultancy as appropriate.

Association among the short listed Consultants at the time of submission of a proposal is not permitted, and the Client shall disqualify' such proposal.

Association of other Consultants (not short listed) in a joint venture at the time of submission of a proposal is only permitted with the prior permission of the Client, which must be obtained prior to the submission of a proposal.

A short listed Consultant associating with another firm, where that firm is a sub consultant will not require prior permission of the Client. For such cases, the Proposal shall be submitted in the name of the short listed Consultant.

For such sub-consultancy (etc), the Proposal should include a covering letter signed by an authorized representative of the Consultant with full authority to make legally binding contractual (and financial) commitments on behalf of the Consultant, plus a copy of the agreement(s) with the sub-Consultant(s). Sub-consultancies (etc) shall in no event relieve the short listed Consultant from any of its obligations, duties, responsibility or liability under the Contract.

12.3 For QCB S or Least Cost Selection based assignments, the estimated number of Professional staff-months is indicated in the SIC; however the available budget shall not be disclosed. The proposal shall be based on the number of Professional staff-months estimated by the Consultant.

12.4 For Selection under a Fixed Budget, the available budget is given in the SIC, and the Financial Proposal shall not exceed this budget,

while the estimated number of Professional staff-months normally is not be disclosed.

- 12.5 Proposed professional staff shall have at least the qualification and experience indicated in the SIC, preferably working under conditions similar to Nigeria. It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relationship with it.
- 12.6 Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- 12.7 Reports to be submitted by the Consultants as part of the assignment shall be in the English language.

13. Technical Proposal Format and Content

- 3.1 The Technical Proposal shall provide the following information using the Standard Forms (Section 4A)
 - (a) Form 4A1: Technical Proposal Submission Form in the format of a letter, duly signed by an authorized signatory of the Consultant:
 - (b) Form 4A2: giving a brief description of the Consultant's organization and an outline of recent experience of the Consultant and, in the case of an association by each partner, on assignments of a similar nature. For each assignment, the outline should indicate the names of Sub-Consultants/Professional staff/experts who participated, duration of the assignment, contract amount, and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within an association. Assignments completed by individual Professional staff/experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff/experts themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
 - (c) Form 4A3: indicating comments and suggestions that the Consultant may have on the Terms of Reference to improve performance in carrying out the assignment, any requirements for counterpart staff and facilities including:

administrative support, office space, local transportation, equipment, or data, to be provided by the Client.

- (d) Form 4A4: indicating the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. The work plan should be consistent with the Work Schedule (Form 4A5) and should be in the form of a bar chart showing the timing proposed for each activity.
- (e) Form 4A6: being the list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks.
- (f) Form 4A7: being the Estimates of the staff input (staff-months of professionals) needed to carry out the assignment. The staff-months input should be indicated separately for head office and field activities.
- (g) Form 4A8: being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal.
- (h) Plus, a detailed description of the proposed methodology, staffing, and monitoring of training, if the SIC specifies training as a major component of the assignment.
- (i) Any additional information that might be requested in the SIC.

13.2 The Technical Proposal shall not include any financial information.

14. Technical Proposal Format and Content

14.1 The Financial Proposal shall provide the following information using the attached Standard Forms (Section 4B).

- (a) Form 4B 1: Financial Proposal Submission Form in the format of a letter, duly signed by an authorized signatory of the Consultant. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the form.
- (b) Form 4B2: being the Summary of Costs against staff remuneration, reimbursable expenses, and the taxes;
- (c) Form 4B3: being the breakdown of costs against staff remuneration;
- (d) Form 4B4: being the breakdown of costs against reimbursable expenses. A sample list is provided in the SIC;

- (e) Form 4B5: being the estimate of the local taxes, duties, fees, levies and other charges under the applicable law, on the Consultants, sub- Consultants and their personnel.

If appropriate, all these costs should be broken down by activity.

- 15. Taxes** 15.1 The Consultant is subject to local taxes on amounts payable by the Client as per the Applicable Law. It is the responsibility of the Consultant to be familiar with the relevant laws in Rivers State and Nigeria, and to determine the taxes amounts to be paid.
- 16. Alternative Proposals** 16.1 Unless otherwise stated in the SIC, alternative proposals shall not be considered.
- 17. Proposal Prices** 17.1 The Consultant shall indicate on the Financial Proposal the unit prices and total price of the Services it proposes to supply under the contract.
17.2 Prices quoted by the Consultant shall be fixed but subject to variation, under exceptional reasons, to be agreed during negotiations.
- 18. Proposal Currency** 18.1 All prices shall be quoted in Naira.
- 19. Proposal Validity** 19.1 Proposals shall remain valid for the period specified in the SIC after the Proposal submission deadline date prescribed by the Client.
19.2 Consultants shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period. The Client will make its best effort to complete negotiations within this period.
19.3 In exceptional circumstances, prior to the expiration of the Proposal validity period, the Client may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made in writing. If a Consultant does not respond or refuse the request, its Proposal shall no longer be considered in the evaluation proceedings. A Consultant agreeing to the request will not be required or permitted to modify its Proposal.
- 20. Proposal Format and Signing** 20.1 The Consultant shall prepare one (I) original of the Technical Proposal as described in ITC Sub-Clause 13.1 and one (1) original of the Financial Proposal as described in ITC Sub-Clause 14.1 and clearly mark them ‘ORIGINAL’.
20.2 The Consultant shall prepare the number of copies as specified in the SIC of each Proposal and clearly mark them ‘COPY’. In the

event of any discrepancy between the original and the copies, the original shall prevail.

- 20.3 The original and all copies of the Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Consultant to the Contract. The name and position held by each person signing the authorization must be typed or printed below the signature.

D. Proposal Submission

- 21. Proposal Sealing and Marking**
- 21.1 The Consultant shall enclose the original Technical Proposal Financial Proposal and all copies of the Proposal in two separate sealed envelopes, and enclose the two envelopes in one sealed outer envelope, which shall:
- (a) bear the name and address of the Consultant;
 - (b) be addressed to the Client at the address specified in the SIC; and
 - (c) bear the name of the Assignment as specified in the SIC.
- 21.2 The envelope with the Financial Proposal shall carry a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”.
- 21.3 If all envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement, or premature opening of the Proposal.
- 21.4 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this may constitute grounds for declaring the Proposal non-responsive.
- 22. Proposal Submission Deadline**
- 22.1 Proposals must be received by the Client at the address specified under ITC Clause 21 no later than the date indicated in the SIC.
- 22.2 The Proposal may be hand delivered or posted by registered mail or sent by courier. The Client shall, on request, provide the Consultant with a receipt showing the date and time when its Proposal was received.
- 22.3 The Client may, at its discretion, extend the deadline for the submission of Proposals by amending the RfPin accordance with ITC Clause 8.1.
- 23. Proposal Submitted**
- 23.1 Any Proposal received by the Client after the deadline for submission of Proposals, in accordance with ITC Clause 22.1, shall

Late be declared late, and returned unopened to the Consultant.

24. Proposal Modification Substitution or withdrawal 24.1 A Consultant may modify, substitute, or withdraw its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with Withdrawal ITC Sub-Clause 21.1, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITC Clause 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “MODIFICATION,” “SUBSTITUTION,” or “WITHDRAWAL;” and

(b) received by the Client prior to the deadline prescribed for submission of Proposals, in accordance with ITC Clause 22. 1.

24.2 Proposals requested to be withdrawn in accordance with ITC Sub-Clause

24.1 shall be returned unopened to the Consultants.

24.3 No Proposal may be modified, substituted, or withdrawn after the deadline for submission of Proposals specified in ITC Clause 22. 1.

E. Proposal Opening and Evaluation

25. Proposal Opening 25.1 There shall be no public opening of the Technical Proposals, however the Client shall open all Technical Proposals received shortly after the deadline and at the place specified in the SIC.

25.1 The Client shall not open the Financial Proposals at this stage and shall keep these sealed and securely stored until these are opened at the time and manner specified in the SIC.

25.1 No Proposal shall be rejected at Proposal opening, except for late Proposals, which shall be returned unopened to the Consultant pursuant to ITC Clause 15.1

26. Confidentiality 26.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals, until a Contract has been signed with the successful Consultant.

26.1 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved by the relevant authority.

- 27. Proposal Clarification** 27.1 The Client may, in writing, ask Consultants for clarification of their Proposals in order to facilitate the examination and evaluation of Proposals.
- 28. Contacting** 28.1 Following the opening of the Proposals, and until the Contract is signed, no the Client Consultant shall make any unsolicited communication to the Client.
- 28.2 Any effort by a Consultant to influence the Client in its decisions on the examination, evaluation, and comparison of either the Proposals or Contract award may result in the rejection of its Proposal.
- 29. Proposal Evaluation** 29.1 The Proposals Evaluation Committee (PEC) as a whole and each of its members individually shall evaluate and rank the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and points system specified in the SIC
- 29.2 Technical Proposals shall be evaluated and ranked on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the SIC. Each responsive Technical Proposal will be given a technical score (St). A Technical Proposal shall be rejected if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the SIC.
- 30. Financial Proposal Opening** 30.1 In the case of QCBS, FBS and LCS, after the technical evaluation is completed, the Client shall notify in writing, those Consultants that have secured the minimum qualifying mark, indicating the date, time and location for opening the Financial Proposals. The opening date shall usually not be less than one (1) week after such notification.
- 30.2 The Client shall simultaneously notify those Consultants whose Technical Proposals did not meet the minimum qualifying mark or were considered non- responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process.
- 30.3 Financial Proposals shall be opened publicly in the presence of the Consultants’ representatives who choose to attend. Those representatives who attend shall sign an attendance sheet. Each Financial Proposal will then be inspected to confirm that it has remained sealed and unopened. The name of the Consultants, the technical scores, and the proposed prices shall be read aloud and

recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening and these shall be furnished, upon request, to Consultants who's Financial Proposals were opened.

31. Financial Proposal Opening and **31.1** The Proposal Evaluation Committee (PEC) will review the detailed content of each Financial Proposal. During the review, the committee and any Client staff and others involved in the evaluation process, will not be **Evaluation** permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.

31.2 Financial Proposals will be reviewed to ensure these are complete (i.e. whether Consultants have cost all items of the corresponding Technical Proposal; if not, the Client will cost them and add their cost to the offered price) and correct any computational errors. The evaluation shall include all local taxes, duties and other charges imposed under the Applicable Law.

31.3 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given a financial score (SO of 100 points. The financial scores (SO of the other Financial Proposals will be computed as indicated in the SIC.

32. Correction of Arithmetical Errors **32.1** Arithmetical errors in the Financial Proposal shall be corrected on the following basis:

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Client there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

(d)

32.2 If the Consultant does not accept the correction of arithmetic errors, its Proposal shall be disqualified.

33. Combined **33.1** In QCBS the Proposals will be ranked according to their combined

Evaluation technical (St) and financial (SO 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 SIC: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiation under ITC Clauses 34, 35.

33.2 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget. Proposals that exceed the indicated budget will be rejected. The selected firm will be invited for negotiations under ITC Clauses 34, 35.

33.3 In the case of the Least-Cost Selection, the Client will select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. The selected firm will be invited for negotiations under ITC Clauses 34, 35.

34. Proposal Negotiation 34.1 Negotiations will be held at the address indicated in the SIC. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff/experts and satisfy such other pre negotiation requirements as the Client may specify.

34.2 During negotiations, the Client and the Consultant will finalize the Terms of Reference, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”.

34.3 The financial negotiations will involve the remuneration and other reimbursable costs to be paid to the Consultant.

35.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract.

35. Conclusion of Negotiation 35.2 If negotiations with the first ranked Consultant fail to produce a satisfactory contract then negotiations will be conducted with the second-ranked Consultant (and the third-ranked Consultant, if necessary, until a satisfactory agreement is concluded).

F. Contract Award

36. Contract Award 36.1 After completing negotiations and after having received the approval to award the Contract; the Client shall award the Contract to the selected Consultant.

37. Debriefing 37.1 After Contract signature, the Client shall promptly notify the other Consultants that they were unsuccessful.

37.2 The Client shall promptly respond in writing to any unsuccessful Consultant who requests the Client in writing to explain on which grounds its Proposal was not selected.

38. Commencement 38.1 The Consultant is expected to commence the assignment on the date and at the of Services location specified in the SIC.

39. Consultants 39. 1 Any short listed Consultant has the right to complain in accordance with Section 51 of the Public Procurement Law, under Administrative Review.
Right to Complain

39.2 The complaint shall firstly be processed through an administrative review following the procedures set out in the Law. The place and address for the first step in the submission of complaints to the Accounting Officer is provided in the SIC.

39.3 If the Consultant considers that its complaint has not been dealt with equitably, it may, in accordance with the Law, within 10 working days submit an appeal to the DG of the RSBOPP, who shall review the case and issue within 21 working days a decision in writing to the Consultant on its complaint and what corrective action has or will be taken or if its complaint is rejected, stating the reasons for the rejection.

39.4 If not satisfied with the outcome of the Bureau's review, the Consultant may take the following actions:

- a. refer the compliant without legal representation to Mediation by a single Mediator who shall be selected by agreement between the parties. Where parties cannot agree, a Mediator shall be nominated by the president of the professional body of the nature of the project in Rivers State.
- b. if the Consultant is also not satisfied with the opinion expressed by the mediator or the mediation failed, he shall with the consent of the Client refer the compliant for Arbitration to be mutually agreed upon by both parties failing such agreement, a single Arbitrator shall be nominated by the president of the professional body of the nature of the project in Rivers State and the decision of the Arbitrator shall be final.

Section 2. Special Instructions to Consultants

[Comments in italics provide guidance for the preparation of the Special Instructions to Consultants]

ITC Clause	Amendments of, and Supplements to, Clauses in the Instruction to Consultants.
1.1	The Clients:
	The identification of the Request for Proposal is:
	The objectives and brief description of the Services are:
	The Method of selection is:
2.1	The source of Public Fund is [state source, GoB or other source of funds
1.3	The assignment is not phased.
	<p>OR</p> <p>The assignment is phased as follows, <i>[now indicate the phasing of the assignment]</i></p> <p>The assignment is to be completed within <i>[insert number of day or months]</i></p> <p><i>(If the Client envisages the need for continuity for downstream work it should outline in the Terms of Reference the scope, nature, and timing of future work and indicate here the manner in which this information would be considered in the evaluation.)</i></p>
4.1	[Only Consultants who are Nigerian Nationals are eligible to participate.]

7.1	For <u>clarification of Proposal</u> purposes only, the Client's address is: Attention: Address: Telephone: Facsimile: E-mail:
9.1	The Proposal shall be completed and written in the English language.
11.1(a)	The Client will provide the following inputs and facilities: <i>{The Client must carefully consider all the inputs which it will provide and list them clearly}.</i>
12.2	The Consultant must submit one original for both the Technical Proposal and the Financial Proposal and [number] of copies of the Financial and Technical Proposal.
12.3	The estimated number of professional staff-months required for the assignment is [enter number of months].
12.4	In the case of Fixed Budget Selection, the Financial Proposal shall not exceed the available budget of Naira [enter budget].
12.5	The minimum qualifications for consultants are [describe here]
13.1 (h)	The assignment includes [does not include] a major training component[delete what is not applicable] [f the assignment includes a training component, brie fly summarize it here and refer to the Terms of Reference for details]
13.1 (I)	[Specify here any additional requirements for the technical proposal. If none, state "none"]

14.1(d)	<p>[List the applicable Reimbursable expenses. A sample list is provided below for guidance: items that are not applicable should be deleted, others may be added]</p> <p>The Reimbursable expenses shall be the following:</p> <ol style="list-style-type: none"> (1) cost of locally procured items, office accommodations, camp facilities, camp services, equipment rentals, utilities and communication charges, all if and to the extent required for the purpose of the Services; (2). cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3). cost of communications such as the use of telephone and facsimile required for the purpose of the Services; (4). cost, rental and freight of any instruments or equipment required to be provided by the Consultant for the purposes of the Service (5). cost of printing and dispatching of the Reports to be produced for the Service (6). the cost of training of the Client’s personnel [This item should be considered only if the training is a major component of the assignment, and it is specified as such in the TOR]; (7). cost of any subcontract required for the Services in the TOR; (8). other allowances where applicable and provisional or fixed sums (if any); and (9) cost of such further items required for purposes of the Services not covered in the foregoing.
15.1	Specify here if the Consultancy is subject to Nigerian taxes and if so where the Consultation can obtain information on its tax liability
16.1	Alternative Proposals will not be permitted.

9.1	Proposals must remain valid for 11 days after the submission date. Insert number: normally between 60 and 120 days depending on the complexity of the assignment.]	
21.1 (b)	The Proposal submission address is:	
22.1	Proposals must be submitted no later than: <i>[insert here the deadline (date and time) for the submission of Proposals].</i>	
29.1	Criteria, sub criteria, and point system for the evaluation of Proposals are: <i>[depending on the nature of the assignment, mention appropriate points from the following guideline].</i>	
	<u>Criteria, sub-criteria</u>	Points
	(i) Specific experience of the Consultant relevant to the	[5-15]

	assignment. [Normally, sub -criteria are not provided, however, the Client may decide depending on the type of assignment]	
	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference.	
	(a) Technical approach and methodology	[Insert points]
	(b) Work plan	[Insert points]
	(c) Organization and staffing	[Insert points]
	Total points for criterion (ii):	[25-60]
	(iii) Professional staff qualifications and competence for the assignment.	
	(a) [Team Leader]	[Insert points]
	(b) <i>[Insert position or discipline as appropriate]</i>	[Insert points]
	(c) <i>[Insert position or discipline as appropriate]</i>	[Insert points]
	(d) <i>[Insert position or discipline as appropriate]</i>	[Insert points]
	(e) <i>[Insert position or discipline as appropriate]</i>	[Insert points]
	Total points for criterion(iii):	[40 - 70]
	The number of points to be assigned to each of the above position or discipline shall be determined considering the following three sub criteria and relevant percentage weights:	
	General Qualifications	[insert weight between 20% and 30%]
	Adequacy for the assignment	[Insert weight between 50% and 60%]
	Experience in region and language	Insert weight between 10% and 20%]
	Total Weight:	100%
	(iv) Suitability of the transfer of knowledge (training programmes) [insert sub-criteria]	[0 — 10]
	(v) Local participation (as reflected in nationals amongst key staff presented by the Consultant).	[0 -10]

	<i>[For entirely national consultants, this sub criteria does not apply]</i>	
	TOTAL POINTS	100
	The minimum Technical Score S_t required to pass is: [] Points. <i>[Insert number of points, usually within a range of 70-80 points]</i>	
33.6	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.	
34.1	The weights given to the Technical and Financial Proposals are: $T =$ [Insert weight: normally between 0.7 and 0.9], and P [Insert weight: normally, between 0.1 and 0.3]	
	The address for Contract negotiations is <i>[enter address]</i> .	
38.1	The assignment is expected to commence on <i>[insert date]</i> and to be completed on <i>[insert date]</i> , and the location of the services is <i>[state location or locations]</i> .	
39.2	The name and address of the office where complaints to the Procuring Entity under regulation are to be submitted is <i>[enter name and address]</i> .	

Section 3. TERMS OF REFERENCE

The Terms of Reference normally contain the following sections:

- (a) Background to the Services Required
- (b) Objectives of the Services Required
- (c) Scope of the Services Required

- (d) Training (where appropriate)
- (e) Reports and Time Schedule
- (f) Data, Local Services, Personnel and Facilities to be provided by the Client
- (g) Indicative Work Programme and Location(s) of the various Activities to be carried out by the Consultant

[The Client should provide in clear terms what is required of the consultant. The actual requirements will then be discussed and agreed during the Negotiations stage and the final agreed Requirements will be incorporated as Annex A to the Contract Agreement].

Section 4. Proposal & Contract Forms

4A. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the short listed Consultants for the preparation of their Technical Proposals, they should not appear on the Technical Proposals to be submitted.]

- 4A 1 Technical Proposal Submission Form
- 4A2 Consultant's Organization and Experience
 - a. Consultant's Organization
 - b. Consultant's Experience
- 4A3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - a. On the Terms of Reference
 - b. On the Counterpart Staff and Facilities
- 4A4 Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment
- 4A5 Work Schedule
- 4A6 Team Composition and Task Assignments
- 4A7 Staffing Schedule
- 4A8 Curriculum Vitae (CV) for Proposed Professional Staff

Form 4A1 Technical Proposal Submission Form

*[Location,
Date]*

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposal sealed under two separate envelopes.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant, also specify, whether they are in joint venture or sub consultancy].

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause Reference 25 of the Special Instructions to Consultants, 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 undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause Reference 48 of the Special Instructions to Consultants.

We also confirm that the Rivers State Government has not declared us, or any sub consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document (ITC Clause 3).

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

Yours sincerely,

Authorized Signature <i>[initial and initials]</i>	
Name and title of Signatory	
Name of Firm	
Address	

Form 4A2 Consultant's Organization and Experience

Consultant's Organisation

[Provide here a brief description (maximum two pages,) of the background and organization of/of Consultant]

Consultant's Experience

**Major Work Undertaken during the last Five Years that best
Illustrates Qualifications**

[using the format below, provide information on each assignment for which your firm was legally contracted for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:		Country:
Assignment Location within country:		Duration of assignment (months):
Name of Client:		Professional Staff provided by your Organization: No of Staff: No of Person-Months
Start Date Month/Year)	Completion Date Month/Year)	
Name of associated Consultants, if any:		N ^o of Person-Months of Professional Staff provided by associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Detailed Narrative Description of Project:		
Detailed Description of Actual Services Provided by your staff:		

Firm's Name:	
Authorized Signature:	

Form 4A3 Comments and Suggestions on the Terms of Reference and on
Counterpart Staff and Facilities to be provided by the Client

On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to do? prove performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing an alternative rent phasing of the activities or proposing an alternative method of

undertaking the work). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the client according to Clause Reference 11.1 of the Special Instructions to Consultants including: administrative support, office space, local transportation, equipment, data, etc.]

Form 4 A4 Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the technical proposal. It is suggested that you present your technical proposal divided into the following three chapters:

- Technical Approach and Methodology,

- Work Plan, and
 - Organization and Staffing.
- a) **Technical Approach and Methodology:** Here you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This chapter should incorporate any modifications to the TOR proposed by you. In case the TOR requires the Consultant to provide a quality plan and carry out the assignment according to its provisions, an outline of the quality plan (e.g., its list of contents) should be included in this chapter of the technical proposal.
- b) **Work Plan:** Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work schedule of Form 4A5.
- c) **Organization and Staffing:** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this chapter will indicate how the duties and responsibilities will be shared. The organization and staffing will be reflected in the Team Composition and Task Assignments of Form 4A6, and the Staffing schedule of Form 4A7. An organization chart illustrating the structure of the team and its interfaces with the Client and other institutions involved in the project also should be provided.]

Form 4A5 Work Schedule

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

1. Indicate all main activities of the assignment, including delivery of reports (e.g: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart. Months are counted from the start of the assignment.

Form 4A6 Team Composition and Task Assignments

i) Professional Staff				
<i>Name of Staff</i>	<i>Firm/Organization</i>	<i>Area of Expertise</i>	<i>Position Assigned</i>	<i>Task Assigned</i>

Form 4A 7

Staffing Schedule 1

N ^o	Name of Staff	Staff-month input by months ²													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ²	Total
1																	
2																	
3																	
n																	
Total																	

1. For Professional staff the input should be indicated individually; for support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2. Months are counted from the start of the assignment. For each staff indicate separately staff-month input for home and field work.

Form 4A8 Curriculum Vitae (CV) for Each Proposed Professional Staff

<p>1. PROPOSED POSITION FOR SOCIETIES</p> <p>NAME OF PERSON</p> <p>DATE OF BIRTH</p> <p>NATIONALITY</p>	<p><i>[Form the Terms of Reference, state the position which the Consultant will be engaged. One candidate shall be nominated for each position].</i></p> <p><i>[state full name]</i></p>												
<p>5 MEMBERSHIP IN PROFESSIONAL SOCIETIES</p> <p>6 EDUCATION:</p> <p>7 OTHER TRAINING EDUCATION</p>	<p><i>[state rank and name of society and year of attaining that]</i></p> <p><i>[list all the colleges/universities which the consultant attended, stating degrees obtained, and dates, and list any other specialized education of the consultant].</i></p> <p><i>[indicate significant training since degrees under were obtained, which is pertinent to the proposed tasks of the consultant].</i></p>												
<p>8 LANGUAGES & DEGREE OF PROFICIENCY</p>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Language</th> <th style="width: 15%;">Speaking</th> <th style="width: 15%;">Reading</th> <th style="width: 15%;">Writing</th> </tr> </thead> <tbody> <tr> <td><i>e.g. English</i></td> <td style="text-align: center;"><i>Fluent</i></td> <td style="text-align: center;"><i>Excellent</i></td> <td style="text-align: center;"><i>Excellent</i></td> </tr> </tbody> </table>	Language	Speaking	Reading	Writing	<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>				
Language	Speaking	Reading	Writing										
<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>										
<p>9. COUNTRIES OF WORK EXPERIENCE</p>													
<p>10 EMPLOYMENT RECORD</p>	<p><i>[The Consultant should clearly distinguish whether as an “employee” of the firm or as a “Consultant” or “Advisor” or starting with position list in reverse order <u>every employment held state the start and end dates of each employment</u> the firm].</i></p> <p><i>Consultant should clearly indicate the Position held and brief description of the duties in which the Consultant involved].</i></p>												
<p>EMPLOYER 1</p> <p>EMPLOYER 2</p> <p>EMPLOYER 3</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">FROM:</td> <td style="width: 20%;"></td> <td style="width: 40%;">TO:</td> </tr> <tr> <td><i>[e.g. January 1999]</i></td> <td></td> <td><i>[e.g. December 2001]</i></td> </tr> <tr> <td>FROM:</td> <td></td> <td>TO:</td> </tr> <tr> <td>FROM:</td> <td></td> <td>TO:</td> </tr> </table>	FROM:		TO:	<i>[e.g. January 1999]</i>		<i>[e.g. December 2001]</i>	FROM:		TO:	FROM:		TO:
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FROM:		TO:											

FROM:	TO:
<p>11. WORK UNDERTAKEN THAT BEST ILLUSTRATES YOUR CAPABILITY TO HANDLE THIS ASSIGNMENT</p> <p><i>Use about half of a page A4.</i></p>	<p><i>[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held.]</i></p>

CERTIFICATION *[Do not amend this Certification].*

I, the undersigned, certify that (i) I was not a former employee of the Client immediately before the submission of this proposal, and (iii) to the best of my knowledge and belief, this biodata correctly describes myself, my qualifications, and my experience. I understand that any willful mis-statement described herein may lead to my disqualification or dismissal, if engaged.

I have been employed by [name of the Consultant] continuously for the last twelve (12) months as regular full time staff. Indicate “Yes” or “No” in the boxes below:

YES

NO

Signature

--

Date of Signing

Day / Month / Year

B. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the short listed Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

[Forms 4B1 to 4B5 are to be used for the preparation of the Financial Proposal according to the instructions provided under Clause 19 of the Instructions to Consultants. Such Forms are to be used whichever is the selection method indicated in Clause 1.1 of the Proposal Data Sheet]

4B 1	Financial Proposal Submission Form
4B2	Summary of Costs
4B3	Breakdown of Staff Remuneration
4B4	Breakdown of Reimbursable expenses
4B5	Breakdown of Taxes

Form 4B I Financial Proposal Submission Form

*[Location,
Date]*

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount in words and figures]. This amount is exclusive of local taxes, which we have estimated at *[insert amount 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. before the date indicated in Clause Reference 25 of the Special Instructions to Consultants

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 as follows:

Name and Address of Agents	Amount	Purpose of commission or gratuity
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We also declare that the Rivers State Government has not declared us, or any sub-Consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document (ITC Clause 3).

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

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

Form 4B2 Summary of Costs

Cost Component Costs	Costs
Staff Remuneration (1)	
Reimbursable Expenses (1)	
Sub-Total	
Local Taxes (1)	

1# Staff Remuneration, Reimbursable Expenses and Taxes must coincide with relevant Total Costs indicated in Forms 5B3, 5B4 and 5B5.

Form 4B3 Breakdown of Staff Remuneration

Name 1	Position 2	Staff-month Rate 3	Input 3 (Staff Months)	[Indicate Sub Cost for each staff] 4
Staff				
		Head Office		
		Field		
			Total Costs	

1. Professional Staff be indicated individually; Support Staff should be indicated per category (i.e: draftsmen, clerical staff).
2. Positions must coincide with the ones indicated in Form 417.
3. Indicate the total expected input of staff and staff-month rate required for carrying out the activity indicated in the Form.
4. For each staff indicate the remuneration. Remuneration = Staff-month Rate x Input.

Form 4B4 Breakdown of Reimbursable Expenses

N°	Description 1	Unit	Unit Cost 2	Quantity	[Indicate sub cost for each item] 3		
	Hotel Accommodation	Day					
	Travel expenses	Trip					
	Communication costs between [Insert place] and [Insert place]						
	Drafting, reproduction of reports						
	Equipment, instruments, etc. materials, supplies, etc.						
	Use of computers, software						
	Laboratory tests.						
	Subcontracts						
	Other transportation costs						
	Office rent, clerical assistance						
	Others (specify)						
Total Costs							

1. Delete items that are not applicable or add other items according to Clause 19.1 of the Special Instructions to Consultants.
2. Indicate unit cost.
3. Indicate the cost of each reimbursable item. $Cost = Unit\ Cost \times Quantity$.

Form 4B5 Breakdown of Taxes

S1 NO.	Description 1	Unit	Unit Cost 2	Quantity	[Indicate Cost of each item]3			

1. Describe any relevant tax or taxes
2. Indicate Unit Cost
3. Indicate Cost of each item: Unit Cost x Quantity

Section 5. Contract Forms

The Contract Agreement which, once completed and signed by the Client and the Consultant clearly defines the Client and Consultants 'respective responsibilities.

The Annexes to the formal Contract include a description of the Services, composed of the revised TOR and work plan as finalized and agreed during the negotiations, the reporting requirements, and a breakdown of the Contract Price.

Contract Agreement

THIS CONTRACT (“the Contract”) is entered into this [insert starting date of assignment], by and between [insert name of Client] (“the Client”) having its principal place of business at [insert address of Client], and [insert name of Consultant] (“the Consultant”) having its address at [insert address of Consultant].

WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- | | |
|---|--|
| 1. Scope of the Services | <p>1.1 The Consultant shall perform the Services as specified in Annex A, “Description of the Services,” (“the Services”) which are made an integral part of this Contract.</p> <p>1.2 The Consultant shall provide reports as listed in Annex B, “Consultant’s Reporting Obligations,” within the time periods listed in such Annex, and shall provide the person listed in Annex C, “Cost Estimate of Services and Schedule of Rates” to perform the Services.</p> <p>1.3 The Services will be performed principally [at one location] as specified in Annex A.</p> |
| 2. Duration of the Services | <p>2.1 The Consultant shall perform the Services during the period commencing [insert start date] and continuing through [insert completion date] or any other period as may be subsequently agreed by the parties in writing. If the Services are for more than one year, extension of the Services shall be subject to annual satisfactory performance annually evaluated in the eleventh month subject to which the contract will be extended.</p> |
| 3. Corrupt, Fraudulent, Collusive, Coercive or obstructive Practices | <p>3.1 The Government requires that Clients, as well as Consultants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.</p> <p>3.2 In pursuance of this requirement, the Client shall:</p> <ul style="list-style-type: none">(a) exclude the Consultant from participation in the procurement proceedings concerned or reject any Proposal for award; and(b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds. |

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 under public funds.

3.3 Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall, take actions as above only when a satisfactory explanation is not received

3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:

(a) “*corrupt practice*” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;

(b) “*fraudulent practice*” means a misrepresentation or omission of facts in order to influence a procurement proceedings or the execution of a contract to the detriment of the Client,

(b) “*collusive practice*” means a scheme or arrangement among two and more Consultants with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and

(c) “*coercive practice*” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

(e) “*obstructive practice*” means

i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede relevant authorities’ 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

- (i) acts intended to materially impede the exercise of the relevant authorities' inspection and audit rights provided for under the Public Procurement Law or its regulations.

3.5 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/ or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Payment

4.1 Ceiling

- (a) For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of [insert ceiling amount] as detailed in the Cost Estimate attached as Annex C.
- (b) This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
- (c) The ceiling may only be increased above the amount stated on Clause 4.1(a) if the parties have agreed to additional payments for a modification to Contract in accordance with Clause 19.1.

4.2 Remuneration

The Client shall pay the Consultant for Services rendered in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services and Schedule of Rates."

- (a) Where the remuneration is expressed in terms of a daily rate the time spent in performing the Services shall be determined solely on the basis- of the number of days actually worked by the Consultant in performing the Services, including travel time.
- (c) Except as otherwise agreed between the Client and the Consultant no remuneration shall be paid in respect of work performed other than during the term of the engagement as specified in the Contract.

4.3 Reimbursable

In addition to the remuneration specified in Clause 4.2 and subject to the provisions of the Contract, the Client shall pay to or reimburse the Consultant for the following allowances, costs and expenses on an actual cost basis unless otherwise specified on which monthly claims should be submitted to the Client with supporting documents.

- (a) Per Diem Allowance. During the Consultants term of engagement a daily per diem allowance will be paid. Such remuneration shall be paid in Naira upon submission by the Consultant at the end each calendar month of a statement showing, inter alia, the time the Consultant spent during the relevant period of performing the Services.
- (b) Travel Costs. All transportation costs properly and reasonably incurred by the Consultant in traveling for the purpose of the Services within Nigeria, including the cost of transportation by an appropriate means of public transport (economy class on air). -
- (c) Other Expenses. All such reasonable reimbursable expenses of the consultant arising directly out of the Services and not falling within the categories specified above as the Client may in its sole discretion approve.
- (d) Except as may be otherwise agreed, total payments in regard to reimbursable expenses shall not exceed the amount stated in Annex C.

4.4 Payment Conditions

- (a) The Consultant shall submit an Invoice, (and supporting documentation) for Fees and Reimbursable at the end of every month, or as otherwise agreed, for due payments to be paid by the Client within thirty (30) days of submission of the Invoice.
- (b) All payments to the Consultant shall be in Naira.
- (c) The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory by the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.
- (d) The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract.
- (e) If the contract is for more than 18 months, after 12 months the Consultant and the Client may agree, subject to paragraph 2, on a

price adjustment based on the detailed breakdown of cost estimates provided in the Proposal, using the following formula: $R_t = P_o [0.20 + 0.80 I_{t/10}]$ where R_t is the adjusted remuneration, P_o is the price of the proposal as given in the detailed cost breakdown, 0.20 represents the fixed part of the price proposal, $I_{t/10}$ is the official index for salary in the consultants country for the first month for which the price adjustment is to have effect and this shall be the official index for salaries in the consultants' country at the starting date of the contract. Direct assignment related costs may be adjusted upwards according to the actual costs incurred by the consultants on the basis of copies of vouchers, invoices and other appropriate supporting materials.

- 5. Services Facilities and Property** 5.1 The Client shall make available to the Consultant for the purpose of the assignment and free of any charge, any Services, Facilities and property as Property he/she may reasonably require.
6. Project Administration 6.1 Client's Representative
The Client representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.
- 6.2 Timesheets
During the course of the work under the Contract, including field work, the Consultant providing Services may be required to complete timesheets or any other document used to identify time spent, as instructed by the Client's Representative.
- 6.3 Reports during the course of the assignment, the Consultant shall submit to the the Client reports as listed in Annex B, which shall be computer composed, and will constitute the basis for the payments to be made under Clause 3.
- 7. Performance Standard** 7.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
- 7.2 At all times he/she shall act with appropriate propriety and discretion and he/she shall refrain from engaging in any political activity.
- 8. Confidentiality** 8.1 The Consultant shall not, during the term of this Contract and after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

- 9. Consultant's Obligations**
- 9.1 After the termination of the engagement the Consultant shall continue to cooperate with the client to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by him/her.
- 9.2 The Consultant shall have no authority to commit the Client in any way whatsoever, and shall make this clear as circumstances warrant.
- 9.3 The Consultant shall report immediately to the Client any accident or injury and any damage to the property of the Client or to the property or person of any third parties occurring in or arising out of the performance of the Services and any act, matter or thing which within his/her knowledge may have caused such accident or injury.
- 9.4 The Consultant shall also report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.
- 10. Ownership of Material**
- 10.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software, with written approval of the Client.
- 10.2 The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
- 11. Consultant Not to be Engaged in Certain Activities**
- 11.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall be disqualified from providing goods, works or Services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 12. Relationship of**
- 12.1 Nothing contained in these Conditions or in the Contract shall be construed as establishing or creating any relationship other than the contractual relationship between the Client and Contractor
- 13. Contractual Ethics**
- 13.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the Contract, have been given or received in connection with the selection process or in the Contract execution.
- 14. Assignment**
- 14.1 The Consultant shall not assign this Contract.

- 15. Law Governing Contract** 15.1 The Contract shall be governed by the laws and any other instruments having the force of law in Rivers State or the Federal Republic of Nigeria as they may be issued and in force from time to time.
- 16. Language Governing Contract** 16.1 The language of the Contract shall be English.
- 17. Modification of Contract** 17.1 The Contract may be modified by agreement in writing by the Parties.
- 18. Termination** 18.1 By the Client
The Client may terminate this Contract by not less than twenty-eight (28) days written notice to the Consultant, such notice to be given after the occurrence of any of the events specified below:
- (a) if the Consultant does not remedy a failure in the performance of his/her obligations under the Contract, within twenty-eight (28) days after being notified or within any further period as the Client may have subsequently approved in writing;
 - (b) if the Consultant has become insolvent or Bankrupt;
 - (c) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than twenty- eight (28) days;
 - (d) if the Consultant, in the judgment of the Client, has engaged...in corrupt, fraudulent, collusive or coercive practices in competing or in executing the Contractor; or.
 - (d) if the Client, in its sole discretion, decides to terminate this Contract.
- 18.2 By the Consultant
The Consultant may terminate this Contract, by not less than twenty-eight (28) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified as follows:
- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 12 within twenty-eight (28) days after receiving written notice from the Consultant that such payment is overdue; or

(b) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than twenty-eight (28) days.

19. Dispute Resolution

19.1 Amicable Settlement

The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

19.2 Arbitration

If the dispute cannot be settled through adjudication the same may be settled through arbitration in accordance with the [Act ... of Nigeria] as at present in force

20. Notices and Requests

20.1 Any notice or request required or permitted to be given or made under this Contract shall be in writing in the English Language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail or cable to the party to which it is required to be given or made at such party's address as specified in Annex A.

IN WITNESS WHEREOF the parties hereto have signed this agreement the day and year first above written.

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

LIST OF ANNEXES

Annex A: Description of the Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services and Schedule of Rates

ANNEX A: Description of the Services

[Give detailed descriptions of the Services including its (a) Background, (b) Objectives, (c) Detailed negotiated TOR providing a description of Services to be provided, (d) Work plan with dates for completion of various tasks, (e) Place of predominance of different tasks, co Specific tasks to be approved by the Client; etc.].

[also ensure the following data is listed in this Annex in conformity with the Contract I Agreement.

- 1. Describe where the Services are to be provided. Also advise if any travel will be necessary, and if so, to which expected locations will the Consultant be required to travel.*
- 2. Indicate the name and contact address and telephone number(s) of the Client's representative, in accordance with Clause 8.1 of the Contract Agreement.*
- 3. Indicate the Contact Addresses for Notices and Requests as indicated in Clause 22.1 of the on tract Agreement.*

**ANNEX B: Consultant's Reporting Obligations
- (Sample Format)**

S/No.	Reports	Contents of Report	Persons to Receive them	Date of Submission
1	Inception Report			
2	Interim Progress Report (a) First Status Report (b) Second Status Report			
3	Draft Report			
4	Final Report			

ANNEX C: Cost Estimate of Services and Schedule of Rates

(1) Remuneration

Name of Person	Rate (per month/ day/ hour in Naira)	Time spent (No. month/ day/ hour)	Total Naira
		Sub-Total (1)	

(2) Reimbursable

	Rate	Days	Total
(a) Hotel Accommodation			
(b) Air Travel Costs			
(c) Other Travel Costs (state mode of travel)			
(d) Communication charges			
(e) Reproduction of Reports			
(f) Other Expenses (to be listed)-.			
		Sub-total (2)	

CONTRACT CEILING (1) + (2)	
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