



**Republic of Sierra Leone**

**Standard Bidding Documents**  
**REQUEST FOR PROPOSALS**

**[Name of Procuring Entity]**

**[Project Name]**

**[Title of Consulting Services]**

**[Procurement Number]**

**[For use with the following Contract Formats**

**Consultants' Services: Complex Time-Based Assignments**

**Consultants' Services: Lump-Sum Remuneration**

**and**

**Small Assignments: Time-Based Payments**

**Small Assignments: Lump-Sum Payments]**

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## Section 1. Letter of Invitation

[Name of Consultant]: ..... [Date]

1. The [Name of Client] has received funds from [identify the source of funds] toward the cost of [Name of Project] and intends to apply a portion of this funding to eligible payments under this Contract, reference number [Procurement Number].

2. The [Name of Client] 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. This Request for Proposals (RFP) has been addressed to the following shortlisted consultants:

[insert: List of Shortlisted Consultants]

4. A firm will be selected under [insert: Selection Method] 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.

**Section 7 – Integrity Pact**

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 Client's representative]

## Section 2. Information to Consultants

### 1. Introduction

- 1.1 The Client named in the Data Sheet will select a firm from those listed in the Letter of Invitation, in accordance with the method of selection specified 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 firm.
- 1.3 The assignment shall be implemented in accordance with any phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client'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 Client 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 Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.7 Government policy requires consultants to provide professional, objective, and impartial advice, and at all times hold the Client'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 clients, or that may place them in a position

of not being able to carry out the assignment in the best interests of the Client.

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

(a) Conflict between consulting activities and procurement of goods, works or services: A firm that has been engaged by the borrower to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's consulting services for such preparation or implementation (other than a continuation of the firms earlier consulting services for the same project).

(b) Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants.

(c) Relationship with Government staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with a member of Government Borrower's staff (or of the procuring entity staff, or of a beneficiary of the assignment) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract may not be awarded a contract.

1.7.2 As pointed out in paragraph 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 Client 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 In the event of 1.7.2. and in order to ensure fairness and

transparency in the selection process, it is required that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, all information that would in that respect give a consultant a competitive advantage shall be made available to all the short-listed consultants together with the request for proposals.

1.8 The Government requires that Purchasers, as well as Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy the Government:

(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 any thing of value to influence the action of a public official in the procurement process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract;

(iii) “collusive practices” means a scheme or arrangement between two or more bidders with or without the knowledge of the Purchaser, designed to establish prices at artificial, noncompetitive levels;

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) will reject a recommendation for award of contract if it determines that the Bidder has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government contract; and

1.9 Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent. Collusive and coercive practices issued by

the Government in accordance with the above sub-paragraph 1.8.

- 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 firm is awarded the contract.
- 1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard 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, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by 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 Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

**3. Preparation of Proposal**

**Technical Proposal**

- 3.1 Consultants are requested to submit a proposal (paragraph 1.2) written in the language(s) specified in the Data Sheet.
- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this 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 sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of

the Client to enter into a joint venture with consultants not invited for this assignment. The consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, Sierra Leonean 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 firm. 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 firm 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 Republic of Sierra Leone.
- (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.

3.4 The Technical Proposal shall provide the following information using the Standard Forms attached in Section 4:

- (i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 4B) 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 the firm'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 Client (Section 4C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 4D).
- (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 4E).

- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 4F). Key information should include number of years working for the firm/entity 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 4E and 4G).
- (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 the Standard Forms in Section 5. These list all costs associated with the assignment, including (a) remuneration for staff, (foreign and local, in the field and at headquarters); and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. Where appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

3.7 The Financial Proposal shall include all the costs the consultant incurs to provide the services (including travel expenses, translation, printing and the taxes the consultant pays for its business requirements by the law of the domicile country of the consultant), but shall exclude all local taxes levied on the invoice issued by the consultant (such as local sales tax, services tax or income tax in individuals not permanently residing in Sierra Leone but providing services there).

3.8 Consultants may express the price of their services in any freely convertible currency. The consultants may not use more than

three foreign currencies. The Client may require consultants to state the portion of their price representing local costs in Leones 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 5A).
- 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. The Client will make its best effort to complete negotiations within this period. If the Client 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 paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person signing the proposal.
- 4.2 An authorized representative of the firm 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 will govern.
- 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 and retained securely until all submitted proposals are opened publicly.
- 4.7 The Firm may withdraw its Proposal after the Proposal's submission, provided that the written notice of the withdrawal is received by the procuring entity prior to the deadline prescribed for submission of Proposals. The Firms' withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy. No Proposal may be modified subsequent to the deadline for submission of proposals. No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the firm on the Proposal Submission Form.

## **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 Client 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 firm to influence the Client in 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 is completed.

### **Evaluation of Technical Proposals**

- 5.3 The evaluation committee appointed by the Client, as a whole, and each of its members individually, will evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected 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 firm, or the firm selected on a single-source basis, is invited to negotiate a contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance

with the instructions given in paragraph 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 technical quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying score or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying score, 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, 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 technical scores, and the proposed prices shall be read aloud and recorded as the Financial Proposals are opened. The Client 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 Client 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 paragraph 3.7.
- 5.8 In case of QCBS, the lowest priced 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 weighting for the Technical Proposal;  $P$  = the weighting for the Financial Proposal as indicated in the Data Sheet.  $T + P = 1$ ); The firm achieving the highest combined technical and financial score using the formula:
- $$S = S_t \times T\% + S_f \times P\%$$
- will be invited for negotiations.
- 5.9. In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the indicated budget price. Proposals that exceed the indicated

budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest priced proposal (“evaluated” price) among those that passed the minimum technical score. The selected firm will be 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 firm to improve the Terms of Reference. The Client and firm will then agree 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 firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 Financial negotiations will reflect agreed technical modifications in the cost of the services, and will include a clarification of the firm’s tax liability (if any) in the Republic of Sierra Leone, and the manner in which it will be reflected in the contract. The financial negotiations will not normally involve either the remuneration rates for staff (no breakdown of fees), or other proposed unit rates under QCBS, Fixed-Budget Selection, or the Least-Cost Selection methods. For other methods of selection, an Appendix will be provided for the firm to explain the required information on remuneration rates.
- 6.4 Having selected the firm on the basis including an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or 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 firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. On completion of negotiations, the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm 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 Client 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 (paragraph 5.3).

7.2 The firm 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 the 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 firm has been notified that it has been awarded the contract.

Pay No Bribes

Appendix:<sup>1</sup> Financial Negotiations; Breakdown of Staff Rates

APPENDIX  
TO  
INFORMATION TO CONSULTANTS

**Financial Negotiations<sup>2</sup>**  
**Breakdown of Remuneration Rates**

**1. Review of Remuneration Rates**

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing for 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 Client is charged with the custody of Government funds and is expected to exercise prudence in the expenditure of these funds. The Client is therefore concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, expects to be able to review audited financial statements backing up the firm's remuneration rates. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that the 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 firm'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 Client 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**

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<sup>1</sup> Delete Appendix in the case of Quality- and Cost-Based Selection (QCBS), Fixed-Budget Selection, or Least-Cost Selection.

<sup>2</sup> Used under Quality-Based Selection, Selection Based on Qualifications, and Single-Source Selection.

Social costs are the costs to the firm 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 firm'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:

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

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

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

**(v) Overheads**

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

**(vi) Fee or Profit**

The fee or profit shall be based on the sum of the salary, social costs, and overhead. 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 equipment has to be procured. The firm 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. This allowance, where paid, shall cover home education, etc. and similar items shall not be considered as reimbursable costs.

**(viii) Subsistence Allowances**

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

UNDP standard rates for the Republic of Sierra Leone 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 reimbursable expenses. 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 firm, including payment of any advance payment covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.



[Title of Consulting Services]  
 [Procurement Number]  
**INFORMATION TO CONSULTANTS**  
**BREAKDOWN OF AGREED FIXED RATES<sup>3</sup>**  
 [Currency: \_\_\_\_\_<sup>4</sup>]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate <sup>5</sup>	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)
Project Staff in Sierra Leone									
Staff in Home Office									

Signature of Consultant: \_\_\_\_\_

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

Authorized Representative: \_\_\_\_\_

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

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

<sup>3</sup> This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

<sup>4</sup> If different currencies, a different table for each currency should be used.

<sup>5</sup> Per month, day, or hour as appropriate.

### Section 3 - Data Sheet

**ITC Clause Reference**

ITC Clause 1.1 The name of the Client is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The method of selection is: \_\_\_\_\_

ITC Clause 1.2 Technical and Financial Proposals are requested [**or** *A Technical Proposal only is required*].

The name, and Procurement Number of the assignment are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ITC Clause 1.5 The Client will provide the following inputs: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ITC Clause 1.11 The clauses on fraud and corruption in the Contract are: \_\_\_\_\_  
\_\_\_\_\_

ITC Clause 2.1 Clarifications may be requested up to \_\_\_\_ [*insert number*] days before the submission date.

The address for requesting clarifications is: \_\_\_\_\_  
\_\_\_\_\_  
e-mail: \_\_\_\_\_ Facsimile: \_\_\_\_\_

ITC Clause 3.1 Proposals should be submitted in the English language.

ITC Clause 3.3(ii) The estimated number of professional staff-months required for the assignment is: \_\_\_\_\_ [*insert total number of man-months*].

**or:**

[*In the case of Fixed-Budget Selection*] The Financial Proposal shall not exceed the available budget of: \_\_\_\_\_ [*budgeted cost*].

ITC Clause 3.3(iv) The minimum required experience of proposed professional staff is: [*Insert job titles, number of years of professional experience and specific expertise required*] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Section 3. Information to Consultants – Data Sheet

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ITC Clause 3.3(vi) Reports that are required under the assignment shall be submitted in the English language.

ITC Clause 3.4(viii) Additional information required in the Technical Proposal is: *[give list or state "none"]* \_\_\_\_\_  
 \_\_\_\_\_

ITC Clause 3.10 Proposals must remain valid for \_\_\_\_\_ *[days]* days after the submission date.

ITC Clause 4.3 Consultants must submit an original and \_\_\_\_ *[number]* copies of each proposal.

ITC Clause 4.4 The address for submission of proposals is: *[Full address of the Client for receipt of proposals]* \_\_\_\_\_  
 \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

ITC Clause 4.5 Proposals must be submitted no later than *[hours]* hours on *[date]*.

ITC Clause 5.1 The address for communications to the Client is: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

	<u>Points</u>
(i) Specific experience of the consultants related to the assignment <i>[Insert sub-criteria]</i> <i>[Insert sub-criteria]</i> <i>[Insert sub-criteria]</i>	[0 - 10]
(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference <i>[Insert sub-criteria]</i> <i>[Insert sub-criteria]</i> <i>[Insert sub-criteria]</i>	[20 - 50]
(iii) Qualifications and competence of the key staff for the Assignment <i>[Insert sub-criteria]</i> <i>[Insert sub-criteria]</i> <i>[Insert sub-criteria]</i>	[30 - 60]
(iv) Suitability of the transfer of knowledge program (training) <i>[Insert sub-criteria]</i> <i>[Insert sub-criteria]</i> <i>[Insert sub-criteria]</i>	[0 - 10]
(v) Local participation (as reflected by nationals among key staff presented by foreign and local firms; maximum not to exceed 10 points) <i>[Insert sub-criteria]</i>	[0 - 10]

Section 3. Information to Consultants – Data Sheet

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[Insert sub-criteria]  
[Insert sub-criteria]

Total Points: 100

The number of points to be given under each evaluation sub-criteria for qualifications of staff under (iii) above are:

	<u>Points</u>
(i) General qualifications	[20 - 30]
(ii) Adequacy for the assignment	[50 - 60]
(iii) Experience in region	[10 - 20]

Total Points: 100

The minimum technical score required to pass is [number of points] points.

ITC Clause 5.7 The single currency for price conversions is: \_\_\_\_\_ [currency].

The source of official selling rates is: \_\_\_\_\_ [source].

The date of exchange rates is: \_\_\_\_\_ [date].

ITC Clause 5.8 The formula for determining the financial scores is:  $Sf = 100 \times Fm/F$   
Where Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

The weights given to the technical and Financial Proposals are:

Technical = \_\_\_\_\_ [Normally between 0.8 and 0.9], and

Financial = \_\_\_\_\_ [Normally between 0.1 and 0.2]

ITC Clause 6.1 Negotiations will be held at : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ITC Clause 7.2 The assignment is expected to commence on [date] at [location]: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Section 4. Technical Proposal - Standard Forms

- 4A. Technical Proposal submission form.
- 4B. Firm's references.
- 4C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 4D. Description of the methodology and work plan for performing the assignment.
- 4E. Team composition and task assignments.
- 4F. Format of curriculum vitae (CV) for proposed professional staff.
- 4G. Time schedule for professional personnel.
- 4H. Activity (work) schedule.

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#### 4A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services and Procurement Number] in accordance with your Request for Proposals dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial<sup>6</sup> 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 sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

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<sup>6</sup> In Quality-Based Selection, the proposal may include only a Technical Proposal. If this is the case, delete “and a Financial Proposal sealed under a separate envelope.”



**4B. FIRM'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 firm/entity, 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 Firm/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of 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:		

Firm's Name: \_\_\_\_\_

**4C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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On the Terms of Reference:

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

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

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

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**4D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR  
PERFORMING THE ASSIGNMENT**

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*Pay No Bribe*

**4E. TEAM COMPOSITION AND TASK ASSIGNMENTS**

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

<b>2. Support Staff</b>		
Name	Position	Task

**4F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

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

Name of Firm: \_\_\_\_\_

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

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

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

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

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

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.]*

\_\_\_\_\_

**Languages:**

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

\_\_\_\_\_

**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 client references, where appropriate. Use about two pages.]*

---

**Certification:**

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

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

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

Full name of authorised representative: \_\_\_\_\_

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**4G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

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

Full-time:           [key]          

Part-time:           [key]          

Reports Due:           [key]          

Activities Duration:           [key]          

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

(Authorized representative)

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

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

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

#### 4H. 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 Final Report	
4. Final Report	



## Section 5. Financial Proposal - Standard Forms

- 5A. Financial Proposal submission form.
- 5B. Summary of costs.
- 5C. Breakdown of price per activity.
- 5D. Breakdown of remuneration per activity.
- 5E. Reimbursables per activity.
- 5F. Miscellaneous expenses.

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**5A. FINANCIAL PROPOSAL SUBMISSION FORM**

[Date]

To: [Name and address of Client]

Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services and Procurement Number] in accordance with your Request for Proposals 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 shall be identified during negotiations and shall be added to the above amount.

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.

Yours sincerely,

Authorised Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

**5B. SUMMARY OF COSTS**

Costs	Currency(ies) <sup>7</sup>	Amount(s)
Total Amount of Financial Proposal		<hr/>

*Pay No Bribe*

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<sup>7</sup> Maximum of three currencies in addition to Leones.

**5C. BREAKDOWN OF PRICE PER ACTIVITY**

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

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

Price Component	Currency(ies)	Amount(s)
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		<hr/>

*Pay No Bribe*

**5D. BREAKDOWN OF REMUNERATION PER ACTIVITY**

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

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

Names	Position	Input <sup>8</sup>	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

<sup>8</sup> Staff months, days, or hours as appropriate.

**5E. REIMBURSABLES PER ACTIVITY**

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

Name of Activity: \_\_\_\_\_

Item No.	Description	Unit	Quantity	Currency	Unit Price	Total Amount
1.	International flights	Trip				
2.	Miscellaneous travel expenses	Trip				
3.	Subsistence allowance	Day				
4.	Local transportation costs <sup>9</sup>					
5.	Office rent/accommodation/ clerical assistance					
	Grand Total					_____

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<sup>9</sup> Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

**5F. MISCELLANEOUS EXPENSES**

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

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

Item No.	Description	Unit	Quantity	Currency	Unit Price	Total Amount
1.	Communication costs between _____ and _____					
2.	Drafting, reproduction of reports					
3.	Equipment: vehicles, computers, etc.					
4.	Software					
	Grand Total					_____

## Section 6. Terms of Reference

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## Section 7. Standard Form of Contract

**Pay No Bribe**

## Section 8 – Integrity Pact

**This Integrity Pact** is entered into on the ..... day of ..... in the Year of Our Lord Two Thousand and .....

Between \_\_\_\_\_ hereinafter referred to as “(Purchaser)”,  
and  
\_\_\_\_\_ hereinafter referred to as “(Supplier)”

### Preamble

Whereas “the Parties” are cognizant of the scourge of corruption and its negative effects on the development of a country and are aware also of the immense benefits which doing business in a corruption free environment holds for their individual businesses as well as for the country as a whole

**AND Whereas** corruption and corrupt practices in the form of procurement violations particularly conflict of interest have been identified as an area for immediate and targeted attention in the relationship between the public service and the private sector

**AND Whereas** the parties now wish to further commit themselves to actions which will promote a corruption free business environment including full compliance with all relevant laws, rules and regulations which may currently be in force relating to anti-corruption and good business practices in line with the Anti-Corruption Act, 2008 and other government initiatives relating to the private sector in Sierra Leone

The Parties hereby commit themselves and pledge as follows:

1. To maintain a strict and unwavering adherence to good business practices in the execution of all their undertakings.
2. To take all measures necessary to prevent corruption in their mutual and other dealings.
3. To observe and implement recommendations, instructions or directives from the Anti-Corruption Commission made pursuant to the Anti-Corruption Act 2008.
4. To uphold implement and maintain a No bribery policy in the conduct of their transactions.

### Reporting violations

5. To promptly inform the Anti-Corruption Commission of any employee, agent, representative or an associate, whether its own or of the other Party, who conduct may constitute corruption, or is likely to engender corruption or corrupt practices.

### Conflict of Interest

6. To actively guard against Conflict of Interest including situations when an employee or staff's interest may interfere with the interests of the enterprise/organization to which he/she is employed.
7. To insist that employees or staff shall disclose to the enterprise/organization any situation that reasonably would be expected to give rise to a conflict of interest or the appearance of the same.
8. To ensure that employees or staff obtain approval prior to accepting any position to serve on a board of directors, an advisory board or on a committee of any entity.
9. That no employee/staff may obtain any personal material benefit or favour because of his or her position with the enterprise/organization.
10. That no employee/staff may have financial interest (indirect ownership, direct ownership or otherwise) in a company whose business/operations relate to

his/her post, functions held or otherwise supervised in his/her current employment.

11. To closely monitor and regulate actual or potential conflict of interests, occasioned by the influence of certain social relationships on the objectivity of the employee/staff in making dispassionate judgment on behalf of the enterprise/organization.

**THE PARTIES HEREBY** demonstrate their pledge and commitment to the above Principles by signing hereunder on the day and year above first written **AND THEY FURTHER DECLARE** that this pledge shall have the same binding effect as any policy instrument that the parties use in the management of their business/entity.

SIGNATURE

.....DATE:.....

(PROCURING ENTITY)

In the presence of:-

Name:.....

Address:.....

Designation:.....

SIGNATURE .....DATE:.....

SIGNATURE

.....DATE:.....

(BIDDER)

In the presence of:-

Name:.....

Address:.....

Designation:.....

SIGNATURE .....DATE:.....