



REPUBLIC OF GHANA

**STANDARD  
REQUEST FOR PROPOSALS  
FOR**

**Selection of Consultants**

**Small Time-Based and Lump-Sum  
Assignments**

**Public Procurement Authority**

**Accra, Ghana**

**April, 2014**

## Table of Contents

INTRODUCTION .....	1
Letter of Invitation .....	2
SECTION I: INSTRUCTIONS TO CONSULTANTS .....	4
Documents constituting the RFP .....	4
Duration of the Assignment .....	4
Scope of the Assignment.....	4
Eligible Consultants.....	4
One Proposal per Consultant .....	4
Cost of Proposal .....	4
Format and Signing of Proposal .....	5
Sealing and Marking of Proposals.....	5
Submission of Proposals .....	5
Deadline for Submission.....	5
Opening of Proposals .....	6
Protection of the Environment.....	6
Health and Safety.....	6
Evaluation of Technical Proposals.....	6
Evaluation Criteria.....	7
Evaluation of Financial Proposals .....	8
Negotiations.....	9
Award of Contract .....	9
Procuring Entity’s Right to accept any Proposal and to reject any or all Proposals .....	9
Notification of Award .....	9
Signing of Contract .....	10
Insurance .....	10
Fraud Corruption, Coercion, Collusion, Fraudulent and Obstructive Practices .....	10
Right to Review .....	12
Submission of Application for Review .....	12
APPENDICES TO THE INSTRUCTIONS TO CONSULTANTS.....	13
Appendix A: Technical Proposal Submission Form .....	13

Appendix B: Format of Curriculum Vitae (CV) for Proposed Key Staff .....14  
SECTION II: TERMS OF REFERENCE.....16  
SECTION III: CONTRACT FORM .....17

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## Introduction

This Standard Request for Proposals (SRFP) has been prepared for use by Procurement Entities of the Republic of Ghana in accordance with the Public Procurement Act 2003 (Act 663). This SRFP is to be used with specific selection methods described in the Public Procurement Act 663, Act, 2003. The SRFP conforms to accepted international standards and has been designed for Small Time-Based and Lump-Sum Assignments.

Before preparing an RFP, the user must be familiar with the provisions of the Public Procurement Act for appointment of Consultants and must have chosen a method of selection and the most suitable Contract Form.

This SRFP may be used with one of two Standard Contract Forms:<sup>1</sup>

Small Time-Based Assignments; or  
Small Lump -Sum Assignments.

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

This RFP includes a Letter of Invitation, Instructions to Consultants, Forms to be used in the Technical and Financial Proposals, Terms of Reference and the Contract Forms. The Instructions to Consultants should not be modified. Any special conditions relating to the assignment should be described in the Conditions of Contract.

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

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<sup>1</sup> - *Attach a copy of Standard Contract Form as appropriate*

[on letterhead of Employer]

## Letter of Invitation

Date: [insert date]

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

1. The Government of The Republic of Ghana has set aside funds for the operation of the [insert the name of the Procuring Entity) (PE)] during the financial year [insert the year under financing]. It is intended that part of the proceeds of the fund shall be used to cover eligible payment under the contract for the [insert the name of the contract].

Or

The [insert name of PE] received/has applied for/intends to apply for a [loan/ credit / grant] from the [name of financing institution] towards the cost of [insert name of program/ project], and it intends to apply part of the proceeds of this [loan/ credit/ grant] to cover eligible payments under the contract for [insert name of contract].

2. The [insert name of PE] now invites eligible [insert either "individual consultants" or "firms"] to indicate their interest in providing the services which include [insert brief description, and implementation period].
3. The RFP has been addressed to the following shortlisted Consultants:  
[insert List of Shortlisted Consultants]
4. Interested [insert either "individual consultants" or "firms"] must provide information indicating that they are qualified to perform the services by submitting updated CV's, description of similar assignments, experience in similar conditions and relevant skills. Interested individual consultants must also submit Financial Proposal in writing.
5. You are requested to submit your Letter of Acceptance, one original detailed Curriculum Vitae (CV) and Financial Proposal plus [insert number of copies] of detailed CV and Financial Proposal in writing by [insert day, date] at [insert time] hours local time. The Detailed CV and Financial Proposal shall each be enclosed in a separate envelope and marked "Detailed CV" and "Financial Proposal" respectively. The two envelopes shall then be enclosed in a single envelope and marked "Proposal for the [insert title or brief description of the services]" and submitted to the following address:  
[Insert physical address of the procuring entity].

6. The opening of CVs shall take place immediately after the deadline for submission, at the [*insert physical address where the opening of CV's shall take place*]. Applying individual consultants are invited to attend the opening ceremony.
7. A consultant shall be selected in accordance with the procedures set out in the the Public Procurement Act 663, Act, 2003, Part VI-Methods and Procedures to Engage the Services of Consultants, Section 72, Subsection 3(hereinafter called Procurement Regulations).
8. CV's shall be evaluated on the basis of the criteria shown in the Terms of Reference. Only individual Consultants scoring above [*insert minimum score*] shall be engaged (depending on their availability) to carry out the assignments during the financial year [*insert financial year*].
9. Prospective Individual Consultants are required to collect the Terms of Reference from the address indicated in paragraph 5 above during working days (Monday to Friday) between [*insert range of time when the Consultants can collect the ToRs*]
10. Any request for clarification with regard to this assignment shall be addressed to the undersigned. The Employer shall respond to clarifications received not less than one week before the deadline for submission.
11. Proposals shall remain valid for [*insert period*] after submission.
12. Late Proposals shall not be accepted for evaluation irrespective of the circumstances.

Yours sincerely,

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

## Section I: Instructions To Consultants (ITC)

- 1. Documents constituting the RFP**

1.1 This RFP consists of the following documents:

  - SECTION I: .Instructions to Consultants
  - SECTION II: Terms of Reference
  - SECTION III: Contract Form
  
- 2. Duration of the Assignment**

2.1 The expected duration of the assignment is [*insert duration*] from the date of commencement.
  
- 3. Scope of the Assignment**

3.1 You shall find in Section II: Terms of Reference (ToR) showing the scope of the assignment to be conducted and services requested from the short-listed Consultants. You are expected to submit your:

  - Comments on the ToR of the assignment;
  - Relevant experience in similar assignments; and
  - Updated detailed CV in the format provided in the Appendix to Instructions to Consultants

In addition please submit your Financial Proposal regarding the fees, (the fees should be indicated either on daily basis or monthly basis) and reimbursable if any
  
- 4. Eligible Consultants**

4.1 Consultants may be natural persons, companies or firms registered in the Republic of Ghana and shall satisfy all relevant licensing, registration and tax requirements with the appropriate statutory bodies in The Republic of Ghana.

4.2 A Consultant may be ineligible if

  - a. the Consultant is declared bankrupt or, in the case of company or firm, insolvent;
  - b. the Consultant is convicted, by a final judgment, of any offence involving professional conduct.
  
- 5. One Proposal per Consultant**

5.1 The Consultant shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal.
  
- 6. Cost of Proposal**

6.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Selection process

- 7. Format and Signing of Proposal**
- 7.1 The Consultants shall prepare one (1) original proposal and *[insert number of copies]* copies. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 7.2 The original and the copy or copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Consultant or a person or persons duly authorized to sign on behalf of the Consultant. This authorization shall consist of a written confirmation in the form of a Power of Attorney and shall be attached to the Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the Proposal.
- 7.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 8. Sealing and Marking of Proposals**
- 8.1 The Consultant shall seal the original and each copy of the Proposal, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 9. Submission of Proposals**
- 9.1 The inner and outer envelopes shall:
- a. be addressed and submitted to the Procuring Entity at the following address *[specify below]*
- Street address: *[insert the street address]*  
Building/Plot No. *[insert the building/plot no.]*  
Floor/Room No. *[insert floor/room no.]*  
City/Town *[insert city/town]*  
Country *[insert country]*
- b. bear the Project name *[insert project name]* and a statement: "DO NOT OPEN BEFORE *[insert TIME and DATE.]*"
- 10. Deadline for**
- 10.1 Proposals shall be received by the Procuring Entity at the



- Submission** address specified in sub-Clause 9.1(a) no later than *[insert date and time for submission]*. Proposals submitted later than the deadline for submission shall be recorded as non-responsive and shall not be evaluated regardless of the circumstances.
- 10.2 The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for submission of Proposals by issuing and amending the RFP, in which case all rights and obligations of the Procuring Entity and the Consultants previously subject to the original deadline shall thereafter be subject to the new deadline.
- 11. Opening of Proposals**
- 11.1 The Procuring Entity shall open all Proposals in public, in the presence of Consultants or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings, at the place, on the date and at the time specified in sub-Clause 10.1. Consultants' representatives present shall sign a register as proof of their attendance. The omission of a Consultant's signature on the record shall not invalidate the contents or affect the record. A copy of the record shall be distributed to all the Consultants.
- 11.2 All envelopes shall be opened one at a time. The Consultants' names, the presence or absence of Tender Securing Declaration, and such other details shall be announced by the Entity Tender Committee at the opening. One of the Consultant's representative shall be nominated to verify the information read out.
- 11.3 No Proposal shall be rejected at Proposal opening except for late Proposals which shall be returned unopened to the Consultant, pursuant to Clause 10.1.
- 12. Protection of the Environment**
- 12.1 The Consultant shall take at all times take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution noise and other results of his operations.
- 13. Health and Safety**
- 13.1 The Consultant shall at all times take all reasonable precautions to maintain the health and safety of his personnel.
- 14. Evaluation of Technical**
- 14.1 The evaluation committee, appointed by the Employer, , shall evaluate the Technical Proposals, individually and

**Proposals** collectively, on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, relevant sub criteria, and point system specified in **ITT sub-Clause 14.2**. Each responsive proposal shall be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the following Evaluation Criteria;

<b>Evaluation Criteria</b>	14.2	The number of points to be given under each of the evaluation criteria are:	<u>Points</u>
		a. Specific experience of the Consultants related to the assignment	[5-10]
		[Insert sub criteria]	
		[Insert sub criteria]	
		[Insert sub criteria]	
		b. Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	[20-50]
		[Insert sub criteria]	
		[Insert sub criteria]	
		[Insert sub criteria]	
		c. Qualifications and competence of the key staff for the Assignment (including membership of professional bodies).	[30-60]
		[Insert sub criteria]	
		[Insert sub criteria]	
		d. Consideration of Health, Environmental, Social, Safety, Security and Sustainability issues	[0 - 10]
		[Insert sub criteria]	
		[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 are:

	<u>Points</u>
a. General Qualifications	[20-30]
b. Adequacy for the project	[50-60]
c. Experience in region and language	[10-20]

Total Points: 100

The minimum Technical Score required to pass is :\_\_\_\_\_ [insert No. of points]

**Evaluation of Financial Proposals**

- 14.3 The formula for determining the financial scores is the following:  
*[Either  $S_f = 100 \times F_m/F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration, or another proportional linear formula]*  
 The weights given to the Technical and Financial Proposals are:  
 $T =$  \_\_\_\_\_ [Normally between 0.7 and 0.9], and  
 $P =$  \_\_\_\_\_ [Normally between 0.1 and 0.3]

- 14.4 In case of QCBS, the lowest Financial Proposal ( $F_m$ ) shall be given a financial score ( $S_f$ ) of 100 points. The financial scores ( $S_f$ ) of the other Financial Proposals shall be computed as indicated in **ITT sub-Clause 14.3**. Proposals shall be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T =$  the weight given to the Technical Proposal;  $P =$  the weight given to the Financial Proposal;  $T + P = 1$ ) indicated in the Data Sheet:  $S = \{(S_t \times T) \% \} + \{(S_f \times P) \% \}$ . The Consultant achieving the highest combined technical and financial score shall be invited for negotiations.

- 14.5 In the case of Fixed-Budget Selection, the Employer shall select the Consultant that submitted the highest ranked Technical Proposal within the budget (“evaluated” price). Proposals that exceed the indicated budget shall be rejected. In the case of the Least -Cost Selection, the Employer shall select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. In both cases the Selected Consultant is invited for negotiations.

No change in a matter of substance in the proposal, including changes in price and changes aimed at making an unresponsive proposal responsive, shall be sought, offered or permitted.

**15. Negotiations**

The first ranked Consultant shall be invited for negotiations pertaining to fees and Contract terms. If an agreement is not reached the next ranked Consultant shall be invited for negotiations.

**16. Award of Contract**

The Procuring Entity shall award the contract to the Consultant whose Proposal has been determined to be substantially responsive to the Request for Proposal and who has offered the Lowest Evaluated Proposal Price, provided that such Consultant has successfully concluded negotiations with the Procuring Entity, if any.

**17. Procuring Entity's Right to accept any Proposal and to reject any or all Proposals**

17.1 The Procuring Entity reserves the right to accept or reject any Proposal, and to cancel the Request of Proposals and reject all Proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Consultant or Consultants.

**18. Notification of Award**

18.1 Prior to awarding of the contract, the Procuring Entity shall issue a notice of intention to award the contract to all Consultants who participated in the tender in question giving them fourteen (14) days within which to submit complaints to the Procuring Entity thereof, if any

18.2 Where no complaints have been lodged, the Consultant whose Proposal has been accepted shall be notified of the award by the Procuring Entity prior to expiration of the proposal validity period in writing or in electronic forms that provide record of the content of communication. The Letter of Acceptance shall state the sum that the Procuring Entity shall pay the successful Consultant in consideration for the execution of the scope of works as prescribed by the Terms of Reference.

18.3 Upon the successful selection of a Consultant, the

Procuring Entity shall promptly notify each unsuccessful Consultant, the name of the successful Consultant and shall discharge the Tender Securing Declaration of the unsuccessful Consultants.

**19. Signing of Contract**

Promptly after notification, Procuring Entity shall send the successful Consultant the Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations. Within twenty eight (28) days of receipt of the Contract Agreement, the successful Consultant shall sign and date the Contract and return it to the Procuring Entity.

**20. Insurance**

20.1 The Consultant shall meet the cost of any insurance and/or medical examination or treatment required in the course of performing the Services.

**21. Fraud  
Corruption,  
Coercion,  
Collusion,  
Fraudulent  
and  
Obstructive  
Practices**

21.1 The Government of The Republic of Ghana requires that procuring entities (including beneficiaries of public funds) as well as Consultants under public - financed Contracts observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Government of the Republic of Ghana:

- a. shall reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt fraudulent, coercive, collusive or obstructive practices in competing for the contract.
- b. defines, for the purposes of this provision, the terms set forth below as follows:
  - i. “corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in Contract execution, or the making of any payment to any third party, in connection with or in furtherance of this Contract, in violation of the Applicable Law;
  - ii. “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of

influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;

- iii. collusive practices” means a scheme or arrangement between two or more Consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
  - iv. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among Consultants, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
  - v. “obstructive practice” means deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer’s investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Employer’s inspection and audit rights.;
- c. In pursuant of the policy defined in ITT sub-clause 21.1(a) the Government shall cancel the portion of the funds allocated to the contract for goods, work or services if it at any time determines that corrupt fraudulent, coercive, collusive or obstructive practices were engaged in by representatives of the procuring entity or approving authority or of a beneficiary of the funds during the procurement or the executions of that contract

- d. shall declare a firm to be ineligible, for a period of up to ten years, to be awarded a public-financed Contract in the Republic of Ghana if it, at any time, determines that the Consultant has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing a public financed Contract.

**22. Right to Review**

- 22.1 A Consultant who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a Procuring Entity or an approving authority in the course of these procurement proceedings may submit an application for review in writing or in electronic forms that provide record of the content of communication to the Procuring Entity and a copy shall be served to the Public Procurement Authority (PPA) for Administrative Review provided that this Contract has not entered into force.

**23. Submission of Application for Review**

Applicants for Administrative Review which are not amicably settled within twenty-one (21) days by the Procuring Entity may be referred to the Public Procurement Authority as an Appeal by the Consultant.

## Appendices to the Instructions To Consultants

### Appendix A: Technical Proposal Submission Form

[Location, Date]

To: \_\_\_\_\_  
[Name of Employer]

\_\_\_\_\_  
[Address of Employer]

Dear Sir/Madam,

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

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

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

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

We remain,

Yours faithfully,

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

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

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

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



**Appendix B: Format of Curriculum Vitae (CV) for Proposed Key Staff**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Languages:**

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

\_\_\_\_\_

**Certification:**

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

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

*[Signature of staff member and authorized representative of the Consultant and date in the format Day/Month/Year]*

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

Full name of Authorized Representative: \_\_\_\_\_

## Section II: Terms of Reference

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

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

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

3.1 \_\_\_\_\_

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

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

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

5. Reporting Requirements and Time Schedule for Deliverables

At a minimum, list the following:

- (a) Format, frequency, and contents of reports;
- (b) Number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;
- (c) Dates of submission;
- (d) Persons (indicate names, titles, submission address) to receive them; etc.

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

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

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

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

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

### Section III: Contract Form

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

- a) Standard and Sample Contract for Consultant's Services  
(Small Assignments, Time -Based Payments)
  
- b) Standard and Sample Contract for Consultant's Services  
(Small Assignments, Lump-Sum Payments)

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